GRANDVIEW CITY COUNCIL COMMITTEE-OF-THE-WHOLE MEETING AGENDA TUESDAY, NOVEMBER 9, 2021



PLEASE NOTE: The maximum occupancy of the Council Chambers is 49 individuals at one time. Access to exits must be kept clear to ensure everyone in the Chambers can safely exit in the event of an emergency.

This meeting will be held in person and will also be available via teleconference. For meeting information and instructions, please contact City Hall at (509) 882-9200.

COMMITTEE-OF-THE-WHOLE MEETING - 6:00 PM

PAGE

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. PUBLIC COMMENT At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing. If you would like to address the Council, please step up to the microphone and give your name and address for the record. Your comments will be limited to three minutes.

4. NEW BUSINESS

| A. | Program Manager, YVCOG Program Manager, YVCOG | 1-8 |
|----|--|-------|
| B. | Housing Action Plan Grant – Vicki Baker, Regional Program Manager, YVCOG | 9-31 |
| C. | Resolution approving the final plat of Grandridge Estates – Phase 8 located on Grandridge Road | 32-37 |
| D. | Resolution authorizing the Mayor to sign the School Resource Officer Interlocal Agreement with the Grandview School District | 38-44 |
| E. | Resolution authorizing the Mayor to sign an Agreement with the Yakima County District Court for Probation Services | 45-53 |
| F. | Ordinance amending cemetery regulations – Councilmember Diaz | 54-59 |
| G. | Responding to local small businesses impacted by COVID-19 - Councilmember Ozuna | 60 |

5. OTHER BUSINESS

6. ADJOURNMENT

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, November 9, 2021 at 6:00 pm and 7:00 pm will be held in person and will also be available via teleconference.

Please join the meeting from your computer, tablet or smartphone.

Join Zoom Meeting https://us06web.zoom.us/j/86823660497?pwd=allFN2RhL1NBcUQrVjhaYmNFbytudz09

To join via phone: +1 253 215 8782

Meeting ID: 868 2366 0497

Passcode: 676592



<u>Infrastructure Revolving Loan Program (IRL)</u> -

- Consider long term benefits to your city with an infrastructure revolving loan program
- Take one time money and convert it to long term money
- Consider whether 20% of the ARPA money being passed down is a long-term investment you want to make

FREQUENTLY ASKED QUESTIONS

- Q Is a revolving loan program even allowable?
 - Waiting on Final Rules
- Q Other cities are spending ARPA why shouldn't we?
 - Risk to PAY BACK once final rules come out AND
 - The State then aligns FEDERAL RULES with STATE RULES
 - Not a 'ask for forgiveness' situation
 - Entitlement Cities/Counties have different rules

- Q How will your city be guaranteed to get AT LEAST the 20% you invested in the Revolving Loan Fund?
 - Rules Cities who participate set these rules. If it isn't fair to every city, YVCOG will not do it
- Q If the new program was a competition application process, how would YVCOG assure each participant would be guaranteed an amount equal to and/or greater than what was appropriated.
 - Rules Cities who participate set these rules. If it isn't fair to every city, YVCOG will not do it
- Q What would be the interest rate for each participant?
 - Let's look at CED money and the interest rate structure they use. Is it fair? Is it how we would want to structure this program or not?
- Q How much would YVCOG charge to administer this program?
 - We charge the cost of an employee. We do not add a 'profit' margin to our cost.
 - Best guess.... To get the program setup it will cost more than administering the program long term.
 - IF a revolving loan program is ALLOWABLE, YVCOG will develop a cost sheet based on how many cities participate. Pooling the costs is a huge break in costs

ARPA Regional Infrastructure Revolving Loan Setup INTIAL START UP COST

YVCOG Scope of Work - ARPA Regional Infrastructure Revolving Loan Setup Cost

| Prep Meeting and Initial File Setup | | | \$3,240 |
|-------------------------------------|--|-------|----------|
| | Prep meeting w/ Members | | |
| <u></u> | Initial file setup - prepare document template and review any current information | ∋(s) | |
| Creation TAC | | | \$5,460 |
| | Create Guidelines & Rules w/ TAC | | |
| | Prep document templates and get approval | | |
| Develop Internal Controls | | | \$1,560 |
| | Develop Policies | | |
| ·· | Develop Procedures | | |
| | 8 | TOTAL | \$10,260 |

NOTES:

- 1. Time estimates assume interaction with city staff to gather data and review draft materials. Timely completion of tasks is dependent upon timely provision of requested information and review of materials by city staff.
- 2. Hours to staff meetings include meeting preparation
- 3. Cost estimates per task include total cost of employees
- 4. Cost shared between all cities who participate

YVCOG Scope of Work - ARPA Regional Infrastructure Revolving Loan Administration (Ongoing administration of program after setup)

YVCOG Scope of Work - ARPA Regional Infrastructure Revolving Loan Administration

| Infrastructure Projects add | min | \$13,185 |
|-----------------------------|---|----------|
| | Call of Projects | |
| | Review and Scoring Projects | |
| | Contract Development | |
| | Approval process | |
| | Project Monitoring | |
| | Financial | |
| Data Collection | RFQ Development & Awarding | \$3,900 |
| Member Meetings | Reporting to Councils/Commissioners Updates | \$3,120 |
| Loan Approval | Federal requirements/documentation/risk assessment | \$1,560 |
| Federal Reporting | Periodic Required Reporting | \$2,960 |
| | Auditing Documentation for Members | |
| Other Direct Expenses | Contract management, billing, reporting, record keeping, training | \$2,550 |
| | Website posting | |
| | Mileage | |
| | Copies and Mailing | |
| | TOTAL | \$27,275 |

NOTES:

- 1. Time estimates assume interaction with city staff to gather data and review draft materials. Timely completion of tasks is dependent upon timely provision of requested information and review of materials by city staff.
- 2. Hours to staff meetings include meeting preparation
- 3. Cost estimates per task include total cost of employees
- 4. Cost shared between all cities who participate



AMERICAN RESCUE PLAN ACT

Infrastructure Revolving Loan (IRL) program for long-term benefits

WHY: Removes a huge barrier to development

WHO: Developers and YVCOG Members

WHAT: Put in infrastructure for housing

HOW: Providing short-term, low interest loans

INITIAL START UP COSTS:

- Each IRL participant provides a minimum 20% of ARPA funds.
- Developers pay a low flat rate application cost for each loan
- Non-profit HUD-Approved Housing Developers included at no application cost

ADMINISTRATION:

- YVCOG Staff vets each project for ARPA Compliance
- YVCOG creates a Technical Advisory Committee of IRL city participants
- * IRL TAC reviews, approves, and prioritizes projects for funding
- YVCOG handles contracts, compliance and reporting

Working on matters of mutual concern for the region



AMERICAN RESCUE PLAN ACT

- ⇒ Influx of Federal Money with a lot of requirements and rules
- ⇒ Designing the policies and procedures required for compliance
- ⇒ Providing the equity and needs study
- ⇒ Submitting reports to Treasury on time, every time
- ⇒ Providing to you the necessary documentation for the audit

Does your city want to participate in an Infrastructure Revolving Loan (IRL) program for long-term benefits?

- Create a Technical Advisory
 Committee consisting of IRL city participants
- IRL TAC reviews and prioritizes projects

Does your city need assistance?

- Administering ARPA funds within the rules
- DATA lead eligible projects within your community
- Dedicated staff to perform the requirements set forth by Treasury

OF GOVERNMENTS

311 N. 4th Street Suite 204

Yakima WA 98901

Phone: 509-574-1550

Email: chris.wickenhagen@yvcog.org

Working on matters of mutual concern for the region



Memorandum

To: Mayor/Council

From: Cus Arteaga, City Administrator/Public Works Director

Date: September 27, 2021

Re: ARPA Funds

In reviewing the information provided by YVCOG Staff regarding the Infrastructure Revolving Loan Program (IRL), I offer the following questions:

CONCEPT/THEORY:

The IRL Program was introduced to have similarities to the State's Public Works Trust (PWT) Program which was implemented in 1984. However, the PWT Program was financially supported by state utility taxes and cities competed for the funding; keep in mind that not all cities qualified for funding.

In theory the idea sounds good, and we should ask questions as this new program is developed. Also, if we decide to participate, we must have someone from our Council on the advisory committee.

QUESTIONS/INFORMATION:

- > A 20% contribution from our ARPA appropriation equates to \$600,000.
- ➤ If the new program is a competitive application process; how will YVCOG assure each participant that they are guaranteed an amount equal to and/or greater than what was appropriated?
- How much can each participant apply for?
- How many times can a city apply for funding?
- What will be the interest rate for each participant?
- ➤ How does YVCOG level the playing fields so that even the smallest community has an opportunity to secure a loan?
- What percentage of the ARPA funding will YVCOG assess each city?

Anita Palacios

From:

Anita Palacios

Sent:

Friday, October 1, 2021 9:29 AM

To:

Chris Wickenhagen (chris.wickenhagen@yvcoq.org)

Cc:

Cus Arteaga

Subject:

ARPA - Infrastructure Revolving Loan Program

Chris.

At Tuesday's meeting, the City Council further considered YVCOG's Infrastructure Revolving Loan Program.

Following discussion, the Council tabled the topic to their November 9, 2021 meeting and directed staff to request the following information from YVCOG:

- If the new program was a competition application process, how would YVCOG assure each participant would be guaranteed an amount equal to and/or greater than what was appropriated.
- How much could each participant apply for?
- What would be the interest rate for each participant?
- How would YVCOG level the playing field so that even the smallest community would have an opportunity to secure funding?
- What percentage of the ARPA funding would YVCOG assess each city?

Thanks,

Anita G. Palacios, MMC
City Clerk/Human Resources
City of Grandview
207 West Second Street
Grandview, WA 98930

PH: (509) 882-9208 or 882-9200

Fax: (509) 882-3099 anitap@grandview.wa.us www.grandview.wa.us



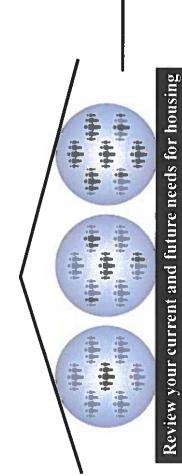
Housing Action Plan Awarded Nov 2021

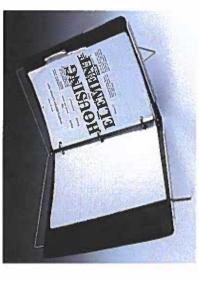
Key Points:

- No cost to Grandview, grant funded work
- Need to sign an ILA to work with Union Gap as lead city to streamline process
- Study will lay groundwork for housing developments in the future
- Provide Council data about current conditions and future needs
 - Help Councils plan for the city's growth
- Grant will help fund the GMA changes that will be needed in 2026
 - Positions Grandview for future grant opportunities

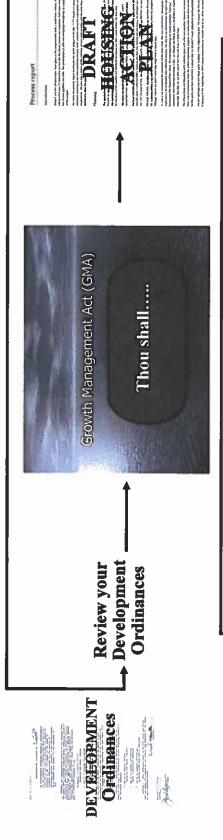
Housing Action Plan Process

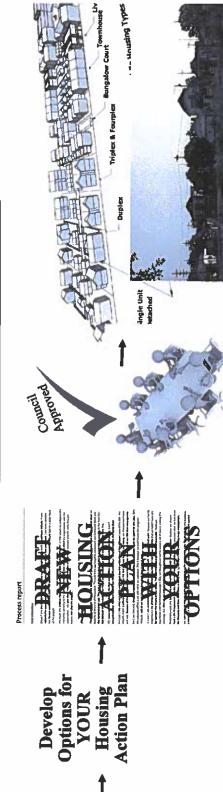
- Housing Needs Assessment and Data Collection
 - · Gaps in Housing identified
 - · Community Engagement
- · Policy Identification and Development
- Comprehensive Plan Review and Alignment
- Development of a "menu of options" for Grandview Council to adopt
 - · Adoption of Housing Action Plan





Review your
Housing Element
in YOUR
Comprehensive
Plan







working on matters of mutual concern for the region

Anita Palacios

From:

Chris Wickenhagen <chris.wickenhagen@yvcog.org>

Sent:

Friday, October 29, 2021 8:02 AM

To:

Sharon Bounds; Fred Munoz; Jenny Korens; Lance Hoyt; Arlene Fisher; Cus Arteaga;

Anita Palacios; Kim Grimm; Margaret Estrada

Cc:

YVCOG - All Staff; YVCOG Exec Committee

Subject: Attachments: FW: HAPI Grant HAPI Grant.pdf

CAUTION: External Email

Congratulations!! YVCOG is so excited to perform this housing study needs for your city and to review different 'action steps' for your city to meet your goals for housing in your community. We will work closely with you and your staff to develop a Housing Action Plan specific to your jurisdiction.

YVCOG will reach out to all of you regarding the Scope of Work and what to expect next from Commerce.

Congratulations again!

Regards, Chris

Chris Wickenhagen, Executive Director Yakima Valley Conference of Governments

Phone: 509-574-1550 Direct: 509-759-7986



From: Weyl, Linda (COM) < linda.weyl@commerce.wa.gov>

Sent: Thursday, October 28, 2021 6:44 PM

To: Gloria Mendoza <mendozag@grandview.wa.us>; mark.oaks@cityoftoppenish.us; john.hodkinson@uniongapwa.gov; kworkman@wapato-city.org; Scott Carmack <scarmack@cityofzillah.us>; DeWane Ashbrooks

1

<datieton0@centurytel.net>

Cc: Fritzel, Anne (COM) <anne.fritzel@commerce.wa.gov>; Hodgson, Laura (COM) <laura.hodgson@commerce.wa.gov>; Kuhta, Scott (COM) <scott.kuhta@commerce.wa.gov>; Chris Wickenhagen <chris.wickenhagen@yvcog.org>
Subject: HAPI Grant

CAUTION: This email originated from outside of this organization. Please exercise caution with links and attachments.

Dear recipient:

Please see the attached award letter regarding a grant from Growth Management Services.



STATE OF WASHINGTON

DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000 www.commerce.wa.gov

RE: Housing Action Plan and Implementation Grant - Increasing Residential Building Capacity

Dear Mayors,

I am pleased to inform you that the consortium of cities in the Yakima Valley region including Grandview, Toppenish, Union Gap, Wapato, Zillah and Tieton have been awarded \$450,000 in grant funds for the 2021-23 Biennium to assist with increasing urban residential building capacity and streamlining regulations. Union Gap will administer the majority of these funds on behalf of the participating cities.

The Washington State Legislature created this grant program under Engrossed Second Substitute House Bill (E2SHB) 1923 (Chapter 348, Laws of 2019), and re-appropriated funding in the 2021 legislative session. This funding supports cities as they study their housing needs and develop strategies to meet those needs with a Housing Action Plan (HAP), or implement housing strategies of an adopted HAP or comparable housing study to increase housing capacity.

This grant will be administered by the Washington Department of Commerce, Growth Management Services (GMS) unit. Before we disburse the funds, a contract with an agreed upon scope of work and budget will need to be executed between your organization and the Department of Commerce. Your scope of work and budget under this grant must be consistent with the scope of work and budget included in your grant application or as adjusted with Commerce staff. Funds may be retroactively applied to project costs related to your grant scope of work, beginning July 1, 2021, the beginning of the 2021-23 Biennium.

Laura Hodgson, Senior Planner, will be in touch with you in November to develop the contract and answer any questions you may have. Laura can be reached at laura.hodgson@commerce.wa.gov.

Sincerely,

Dave Andersen, AICP

Managing Director

Growth Management Services



YAKIMA VALLEY CONFERENCE OF GOVERNMENTS-

311 North 4th Street, Suite 204 • Yakima, Washington 98901 509-574-1550 • FAX 574-1551

website: www.yvcog.org

Washington State Department of Commerce

October 7, 2021

RE: Letter of Commitment

I, Christina Wickenhagen, Executive Director of Yakima Valley Conference of Governments, authorize the local regional planning agency to propose the attached scope of work and budget request for a Regional Housing Action Plan and Implementation grant funding to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes.

If you have any questions, please do not hesitate to call me at (509) 759-7986

Christian De Roll

Digitally signed by Christina Wickenhage, DN: cn=Christina Wickenhage, o=Yalian Valley Conference of Governments, ou, email=chris.wickenhagen@yvcog.org, cm(5) Date: 2011.16.07 16:13:02 -07:00*

Chris Wickenhagen Executive Director



Housing Action Plan and Implementation (HAPI) Grant Application Form

Summary Page

Name of Jurisdiction(s)
Total Funding Request

Population of Jurisdiction as of 2021

Yakima Regional Housing Study

With applicants Grandview, Granger, Tieton, Toppenish, Union Gap, Wapato, and Zillah

\$ 525,000 (\$75,000 per city)

Yakima Valley Region: 261,300

Applicants: Grandview 11,360; Granger 4,255;

Tieton 1,355; Toppenish 9,200;

Union Gap 6,430; Wapato 5,090; Zillah 3,230.

Note: You can access the 2021 population estimates from the Office of Financial Management here.

Which of the following activities do you intend to pursue with this grant?

| lousing action plan implement | ation ^{1 2} | |
|--------------------------------|--------------------------|--|
| Online website or link to appr | ved housing action plan: | |
| | | |
| □Strategy 1: | | |
| | | |
| □Strategy 2: | | |
| | · | |
| ☐Strategy 3: | | |

¹ For jurisdictions that are implementing an adopted HAP, part of the grant may be used to update the adopted HAP to "review and evaluate the housing element adopted pursuant to RCW 36.70A.070" (RCW 36.70A.600(2)(e)). Indicate that work as a strategy here.
² Applicants may add lines for additional strategies.

1. Jurisdiction Information

| Applying Jurisdiction | |
|---|--|
| Joint Applicants | YVCOG lead agency for: Grandview, Granger, Tieton, Toppenish, Union Gap, Wapato and Zillah. |
| Project Manager | Valima Valla O. C. C. C. |
| Name (Lead Contact) | Yakima Valley Conference of Governments Vicki Baker |
| Title | Regional Programs Manager |
| Department | |
| Mailing Address | 311 North 4th Street Suite 204 |
| City | Yakima |
| State | WA Zip Code 98901 |
| Telephone Number | 509-574-1550 |
| Email | Victoria.Baker@yvcog.org |
| Financial Contact | Please provide name and contact information for the person who will be responsible for receiving and accounting for the grant funds. |
| Name | Shane Andreas |
| Title | Grant Finance Specialist |
| Department | |
| Telephone Number | 509-574-1550 |
| E-mail | Shane.Andreas@yvcog.org |
| Unified Business Identifier (UBI) Number | 603-556-466 |
| Statewide Vendor (SWV) Number | SWV0199377-00 |
| Authorized Official | The name and title of the office authorized to sign the grant agreement on behalf of the city. |
| Name | Christina Wickenhagen |
| Title | Executive Director, Yakima Valley Conference of Governments |

2. Scope of Work and Project Schedule

Provide a proposed scope of work, detailing the grant objective (project), actions, steps and deliverables. Instructions are in the Grant Application Instructions.

All grant deliverables must be submitted by June 15, 2023.

If you propose multiple grant objectives, actions, steps or deliverables, please copy and paste the appropriate rows below. There must be at least two deliverables for each grant objective (draft and final). The example scopes of work from the grant instructions are included at the end of this document if a community wishes to copy portions or all of that material into this table.

| Steps/ Deliverables | Description | Start Date | End Date |
|---------------------|--|------------|-----------|
| Action 1 | PROJECT MANAGEMENT | | |
| Task 1 | Project Management a. Execute interlocal agreement with project partners b. Monthly invoices and status reports to the Department of Commerce Process invoices | 12/1/2021 | 6/15/2023 |
| Deliverable 1.1 | Interlocal agreement | - | 2/1/2022 |
| Deliverable 1.2 | Monthly invoices | | 6/15/2023 |
| Deliverable 1 | Project Management | | RUAL DUTT |

| Action 2 | PLAN DEVELOPMENT | | |
|----------|--|-----------|------------|
| Step 2.a | a. Data Development and Analysis i. Document existing housing stock, including location (including major centers), age, value, and size where possible. (Required element (a)). For single-family units, duplexes, triplexes, and condominium units, the source of data will be Yakima Valley Assessor records. For four or more rental units, the source of data will be the rental housing landlord survey. ii. Document trends in housing affordability, comparing Yakima Valley to adjacent counties where possible. (Required element (a)). iii. Document trends in recent housing growth, examining the location, types, and value (affordability) of new housing stock at the zoning district level. Compare this to Comprehensive Plan zoning. (Required for evaluation in Required element (e)). iv. Summarize the Comprehensive Housing Affordability Strategy (CHAS) data set to document trends in housing affordability. (Required element (a)). (This data set, based on the American Community Survey (ACS) data from the US Census, provides information on cost burdened and severely cost burdened households, and is available for several time frames starting with 2006 at the county level. v. Develop a projection of housing needs by income levels (30%, 50%, 80%, 100%, 120%, and above of Area Median Income) at the countywide level. (Required element (a)). Analyze the average wages for each employment sector in the regional employment forecast (20 year) to gain a better understanding of how wages will change over time given | 12/1/2021 | 12/31/2022 |

| | the type of employment forecast. Compare that to | | 1 |
|-----------------|--|-------------|-----------|
| | income and housing affordability. Develop an income | | |
| | forecast. (Required element (c)). | | |
| Step 2.b | b. Policy Development | 3/1/2022 | 1/15/2023 |
| | i. Develop a menu of strategies to increase the supply of | | |
| | housing and variety of housing types needed to serve the | S | |
| | housing needs identified through the Data Analysis. | | |
| | (Required element (b)). Consider strategies to minimize | | |
| | displacement of low-income residents resulting from | | |
| | redevelopment. (Required element (d)). | | |
| | From the broader regional menu, identify which strategies each | | |
| | city will consider. | | |
| Step 2.c. | c. Comprehensive Plan Housing Element Review | 3/1/2022 | 1/15/2023 |
| | i. Review and evaluate the current housing elements in the | | |
| | Grandview, Granger, Tieton, Toppenish, Wapato, Union | | |
| | Gap, and Zillah, Washington comprehensive plans. Align | | 1 |
| | this review with data developed through the Buildable | | 1 |
| | Lands program for Yakima Valley and the Data Analysis. | | - |
| Step 2.d. | d. Development of a List of Actions | 9/1/2022 | 1/15/2023 |
| Step 2.e. | e. Plan Assembly | 1/1/2023 | 1/31/2023 |
| | i. Develop a draft Regional Housing Action Plan to include | | |
| | the Cities of Grandview, Granger, Tieton, Toppenish, | | |
| | Wapato, Union Gap, and Zillah, Washington n. The Plan will | | |
| | contain separate chapters or appendixes listing city- | | |
| 15 1-25 | specific actions for adoption. | | |
| Deliverable 2.1 | Rental housing survey | | 3/1/2023 |
| Deliverable 2.2 | Housing needs projection for various household income levels | | 3/1/2023 |
| Deliverable 2.3 | Draft Housing Action Plan | | 3/1/2023 |
| Deliverable 2 | Draft Housing Action Plan | THE RESERVE | |

| Action 3 | PROJECT COORDINATION AND OUTREACH | | |
|-----------------|---|----------|-----------|
| Task 3 | Project Coordination and Outreach | 1/1/2022 | 3/31/2023 |
| | a. Convene monthly project staff meetings | | |
| | b. Develop and manage project website | | |
| | c. Convene stakeholder committee (Required element (f)) | | |
| | Brief policymakers and planning commissions at local jurisdictions. | İ | |
| Deliverable 3.1 | Project staff meeting agendas | | 6/15/2023 |
| Deliverable 3.2 | Project website | | 2/1/2022 |
| Deliverable 3.3 | Staff reports to stakeholder committee | | 6/15/2023 |
| Deliverable 3 | Public Engagement and Outreach | | |

| Action 4 | PLAN ADOPTION | | |
|-----------------|---|-----------|-----------|
| Task 4 | Plan Adoption a. Develop final Housing Plans for the Cities of Grandview, Granger, Tieton, Toppenish, Wapato, Union Gap, and Zillah, Washington. | 1/31/2023 | 6/15/2023 |
| Deliverable 4.1 | Final Housing Action Plan | _ | 6/15/2023 |
| Deliverable 4 | Adopted Housing Action Plan | | |

3. Proposed Budget / Financial Information

Propose a project budget to reflect your expected level of effort for each of the deliverables provided above. This is a performance-based contract; therefore cities will be paid upon satisfactory completion of deliverables rather than hours spent working on the project. The final deliverable of each grant objective must be at least 20% of the total grant amount for that grant objective.

| Grant Objective: | Commerce Funds |
|--|----------------|
| Deliverable 1. Project Management | \$ 43,780 |
| Deliverable 2. Draft Housing Action Plan | \$ 416,840 |
| Deliverable 3. Public Engagement Plan and Outreach | \$ 49,147 |
| Deliverable 4. Adopted Housing Action Plan | \$ 5,130 |
| Other Direct Costs | \$ 10,103 |
| Total: | \$ 525,000 |

Budget Narrative: For each grant objective, please support the funding request with estimates of staff hours (may be per action, step, or deliverable), staff hourly rates, and other expenses.

| Action / Deliverables | Commerce Funds | Other Funds [in kind]* |
|--|-------------------|---------------------------|
| 1. Project Management | \$43,780 | · |
| 2. Plan Development | \$416,840 | |
| Data Development and Analysis | \$288,600 | |
| a. Policy Development | \$30,050 | |
| b. Comprehensive Plan Housing Element Review | \$36,550 | |
| c. Development of a List of Actions | \$7,300 | |
| d. Draft Action Plan | \$54,340 | |
| e. Draft Action Plan | \$54,340 | |
| 3. Project Coordination and Outreach | \$49,147 | - |
| 4. Plan Adoption | \$5,130 | |
| Copies, Postage, Mileage | \$10,103 | |
| Total | \$525,000 | |

^{*} Each city is providing in-kind contribution through staff assistance on request.

Budget Narrative: For each Action, please support the funding request with estimates of staff hours (may be per Action Step, or, staff hourly rates, and other expenses.)

Below is an estimate of staff hours and budget by partner for this work. **Budget**

| | | PROJ MGR | FINANCE | OUTREACH | WEBPAGE | PLANNER | GIS | TOTAL |
|--------------------------------------|----------------------------------|----------|---------|----------|---------|---------|------------|-------|
| 1. Project Management | | 400 | 112 | 20 | | | | 532 |
| 2. Project Coordination and Outreach | | 54 | | 563 | 120 | | | 737 |
| 3. Plan D | Pevelopment | 155 | | 40 | | 1840 | 2775 | 4810 |
| a. | Data Development and Analysis | | | | | 600 | 2700 | |
| b . | Policy Development | 100 | | | | 250 | | |
| c. | Comprehensive Plan Review | | | | | 430 | | |
| d. | Development of a List of Actions | 25 | | | | 60 | | |
| e. | Draft Action Plan | 30 | | 40 | | 500 | <i>7</i> 5 | |
| 4. Plan A | doption | 10 | | | | 50 | | 60 |
| Total | | 619 | 112 | 623 | 120 | 1890 | 2775 | 6139 |

| | | HOURLY | | FRINGE | | INDIRECT | | TOTAL HOURLY COST | |
|---------------------------------------|----|--------|----|--------|----|----------|----|-------------------------|--|
| PROJECT MANAGER | \$ | 43 | \$ | 25 | \$ | 19 | \$ | 88 | |
| FINANCE SPECIALIST | \$ | 31 | \$ | 19 | \$ | 14 | \$ | 64 | |
| OUTREACH COORDINATOR | \$ | 31 | \$ | 19 | \$ | 14 | \$ | 64 | |
| WEBPAGE SPECIALIST | \$ | 31 | \$ | 19 | \$ | 14 | \$ | 64 | |
| LAND USE PLANNER | \$ | 41 | \$ | 24 | \$ | 19 | \$ | 84 | |
| GEOGRAPHIC INFORMATION SYSTEM ANALYST | \$ | 43 | \$ | 25 | \$ | 19 | \$ | 88 | |

4. Grant Application Questions and Scoring Method

Please answer each of the below questions. Final grant funds will be proportionate to the level of effort proposed by a city, and factor in the **potential increase in residential building capacity or regulatory streamlining that could be achieved**. Please refer to the Grant Application Instructions for more detail regarding scoring and ranking.

4a. Readiness to Proceed: (0-20 points)

Please describe your plan to initiate and complete this project by July 15, 2023. Refer to the scope of work if needed. Provide key comprehensive plan policies, housing strategies, housing plans or other directives that support the development of the selected actions. Identify the key staff or consultants who will be implementing the project along with their history regarding their ability to successfully complete other grant projects. If you plan to hire a consultant but have not started the process, please indicate that.

YVCOG is a regional government organization that includes members from every municipality in the Yakima Valley. YVCOG provides professional services for cities and towns that require assistance beyond their regular staff. These "shared services," such as Land Use and Transportation Planners, GIS and data provide a cost savings to members, and a shared knowledge of this region. YVCOG has professional staff who know and work in these communities every day.

YVCOG is currently the planning organization for the jurisdictions named in this grant application, and we are responsible for updating their housing element. We have existing relationships with their City Councils and City Staff. These existing relationships will help to facilitate trust in each community and streamline the HAP process. Because YVCOG can accomplish this project in-house with one Program Manager, coordination and collaboration will be much easier for all parties. YVCOG has long-term, hands-on experience developing the jurisdictions' Comprehensive Planning documents. Each city has unique and specific planning issues that are known by YVCOG planning staff. These long-standing relationships and fundamental knowledge of our member cities unique needs is an asset to the timely and successful completion of the Yakima Valley Regional Housing Action Plan.

YVCOG recently completed a "Health Equity Through Housing" grant from the Kresge Foundation, in partnership with the WA State Department of Commerce and Toppenish, WA. This was a planning grant involving four phases of community outreach activities. The Kresge outreach was a process that identified top priorities of the Toppenish community. This work provides a framework and prototype for the community outreach we will perform for the Regional Housing Action Plan. YVCOG is currently hiring a Bilingual Community Outreach Specialist to assist with outreach work regionally, where a large number of residents require Spanish language interpretation. This position will be filled prior to implementing the HAP Public Engagement and Outreach activities.

A Housing Needs Assessment and Housing Action Plan will provide a broader roadmap for our planned health and housing implementation phases with Kresge, WA Department of Commerce, and other regional partners. In addition, YVCOG has established partnerships with Yakama Nation Housing, Central Washington Home Builders, Habitat for Humanity, Catholic Charities, Yakima County Development Association, Yakima Valley Farm Workers Clinic, and other community organizations. This team will work to inform the Housing Action Plan, identify barriers to housing, and collaborate to implement the Regional Housing Action Plan in the coming years.

4b. Local Commitment to the Project: (0-10 points)

Indicate the level and type of support that the appropriate legislative body will provide the project. For example, include the amount of staff time and/or funding that is committed to the project as well as other funding and "in-kind" support. Also indicate whether the proposed project is an expansion of an existing project that will proceed even without the Commerce grant funds.

This question also requires cities to include a letter from the mayor or authorized official committing the city to the project.

Housing is a concern for all jurisdictions in the Yakima Valley, therefore this application is submitted on behalf of several jurisdictions who want to collaborate on a regional approach to improving housing. There is a severe housing shortage across the Yakima Valley, and currently an unbalanced inventory of housing compared to the residents' ability to pay for housing. There is also a mismatch of housing unit size and type, when compared to the household composition in our region.

There is widespread reporting from housing developers that many Yakima Valley cities have slower permitting and cumbersome processes due to inadequate funding and low staffing levels. This is anecdotal only at this time and will require analysis and collaboration with stakeholders to confirm. Many Yakima Valley jurisdictions can only afford to manage the most basic of city services with one or two staff members doing everything. These cities could never afford staffing to conduct a study to identify problems, conduct outreach, or implement a Housing Action Plan to innovate and improve their systems.

It is unlikely that these jurisdictions would be able to align staffing, needs, strategies, and resources without grant funds to structure a regional approach. The project potentially could continue without the funds but would have a slower implementation schedule as the work would be volunteer driven.

The requested grant funds make a Regional Housing Action Plan possible as housing is becoming a crisis. YVCOG can assist these cities with this work, as the organization is already considered an "extension of staff" for its members. YVCOG works closely with the cities in its membership already on planning and transportation programs. Housing is a new program for YVCOG but marries well with the existing programs. YVCOG already creates and maintains the Comprehensive Plans and Housing Elements for most of its members. YVCOG is currently hiring for a bilingual outreach person, who will be available to execute the outreach work needed for this Housing Action Plan.

City staff will partner with YVCOG as needed to help coordinate and guide efforts in their jurisdictions, and the governing body has authorized YVCOG to perform this work for them. Letter(s) authorizing this study are attached.

YVCOG is also working on a "Health Equity Through Housing" grant from the Kresge Foundation. This enhances the YVCOG organization's knowledge of housing challenges in our region. YVCOG's HAP work could be supported by a Kresge implementation grant. Commerce's HAP funding and Kresge will facilitate the Yakima Valley's small jurisdictions without adequate financial or staffing resources complete this work.

While this application has been applied for and authorized by specific jurisdictions within Yakima County, this will also be a regional plan, and its data will benefit cities and towns not named as HAP grant applicants. This includes benefits to Mabton, Harrah, Naches, Moxee, Selah and Sunnyside.

4c. Potential to increase housing supply or provide regulatory streamlining: (0-40 points)

If pursuing a housing action plan, include a detailed statement discussing the general direction of this work, how you will tailor the approach to your community, and what you hope to accomplish within the context of your next housing element update.

If proposing implementation of housing strategies, please describe how the proposed action(s) will increase residential building capacity. Describe how these strategies will have the most impact on increasing residential building capacity and provide detail on the assumptions of new housing these actions could create over the 20-year planning period. More information on what to include in this section is in the *Grant Application Instructions*.

The grant funding will be used for the development of a Housing Action Plan (HAP) that will allow the Cities to recognize the housing needs of its current and future populations, as well as providing information and data supporting the future periodic update of the Comp. Plan (Due for Yakima Co. (and cities) June 30, 2026. It will outline goals, policies, and strategies to meet those needs, ultimately guiding implementing regulation to accomplish these goals and policies.

The Housing Action Plan strives to achieve the following goals:

- . Understand how much, what types, and where housing is needed;
- Understand what housing types the market will provide;
- Understand what households are experiencing housing challenges;
- Understand where and how additional housing can fit in the City;
- Review existing housing strategies to see how well they are working, identify gaps, and find opportunities for improvement; and
- Identify new ideas to meet city's specific needs, including working with community partners.

YVCOG can work to coordinate the HAP's housing strategy for the region and encourage collaboration between cities, while working to incorporate the Comprehensive Housing Elements into actionable plans. The region's current strategy is the result of the Yakima Valley's very complex physical, social and economic realities. Goals for our communities include:

GOAL 1: Encourage a variety of affordable, well-designed, and attractive housing for all residents.

A regional Housing Action Plan will help design a series of action steps that can be taken in order to increase the inventory and variety of housing types in the Yakima Valley. A huge portion of our project will be gathering the data required to fully understand the challenges our residents are facing. Data will be needed to properly design an effective implementation plan.

Data collection can be ongoing to measure desired outcomes, with follow up work in specific areas where implementation projects have been completed. This will help our region identify best practices and programs that are effectively providing diverse housing options for residents across the jurisdictions.

YVCOG will carefully examine programs for affordability, such as Community Land Trusts. These innovative solutions may be pursued regionally, if the data collection and follow up reporting determines these programs to be effective in reducing housing cost permanently.

Improvements can also be made by YVCOG encouraging innovative policies, partnerships, and considering land use and zoning practices where appropriate.

YVCOG will also study whether Planned Unit Developments, Cottage Developments, Zero Lot Line developments, Accessory Dwelling Unit development, and mixed-use developments would be helpful in our region. YVCOG will study ways to attract, partner and streamline the developer experience in our cities and can provide recommendations, when identified.

The Housing Needs Assessment will identify the specific types of housing units that match our residents' household sizes. Once the types of housing are determined, YVCOG will convene a steering committee to include potential partners and community members who can collaborate with YVCOG as lead agency. Partners can include the Central Washington Home Builders, Habitat for Humanity, Catholic Charities, Yakima Housing Authority, and Yakama Nation Housing.

GOAL 2: Encourage a mixture of housing types and densities throughout the region that are compatible with public service availability. YVCOG understands the Growth Management Act and its goals and requirements, as it employs the regional planners performing this work every day. These planners will work with the Regional Program Manager to direct its partners to planning developments in areas that are already properly zoned and, when possible, have existing public utilities. Projects in the Urban Growth Area can be analyzed by planners for their compatibility with GMA and Housing Element goals.

As the MPO/RTPO for Yakima County, YVCOG is the regional transportation planning organization designated by the federal government. YVCOG's transportation planner and GIS/Data expert can help create a report to identify preferred neighborhoods that public transit is already serving. This can help pinpoint exceptional potential locations for development that will naturally support mass transit use and existing public facilities.

GOAL 3: Establish and maintain neighborhoods in our region that are safe, sanitary, and well-maintained. YVCOG's recent Kresge Foundation "Health Equity Through Housing" planning grant helped YVGOC identify resident concerns related to mold, lead based paint, poor insulation, broken windows, tarps on roofs, and more. YVCOG can coordinate with the HOME Consortium's existing rehab program, work with Kresge to obtain a health-related housing implementation grant, partner with the Farm Workers Clinic's NCAC organization to identify the need for home rehabs, weatherization, and low-income senior citizen homeowner repairs that could facilitate aging in place. YVCOG will also study Accessory Dwelling Units as a method for increasing housing inventory. YVCOG can partner with its member cities to analyze health-related housing code enforcement concerns, where applicable, and coordinate service providers like the Farmworkers Clinic's NCAC weatherization program to work on these problems.

YVCOG is the local regional planning organization and has staff with expertise in land use planning, geographic information system mapping, transportation planning, human services transportation planning, multimodal planning, transportation modeling and community outreach. We have the expertise to assist our cities with visioning for the future.

YVCOG currently works with City staff to provide professional services for zoning, streamlining permitting and the planning processes.

YVCOG is partnering with Yakima County Development Association to provide countywide "one-stop" zoning data and detailed infrastructure map online for developers.

YVCOG will study the Accessory Dwelling Unit ordinances, to determine if a city would want to increase ADU's, and to bring illegal buildings into compliance. This initiative can increase housing supply, which would assist in our region's overcrowding in homes problem identified in our Kresge study.

YVCOG can study and identify the barriers to affordable housing construction, which anecdotally are related to infrastructure. YVCOG is currently working with its member jurisdictions to help study ARPA funding initiatives that could be used for infrastructure in support of HAP identified housing efforts.

YVCOG is currently laying the groundwork for establishing a **Community Land Trust** (CLT) in partnership with Yakima Valley Habitat for Humanity and exploring interest from other partners. The Land Trust is being studied as part of our work on an implementation grant from the Kresge Foundation. CLTs will decrease the price of homes by allowing home purchasers to buy only the structure, while the land is owned and maintained by a nonprofit entity. This nonprofit can place permanent affordability covenants on the land that ensure the project remains affordable permanently. Implementation phases and partnerships, if supported by the HAP in a specific jurisdiction or jurisdictions, can be supported by the Kresge implementation grant.

4d. Local or Regional Need: (0-20 points)

Explain the local or regional need for the proposed actions within your community. You may document this by sharing the current underproduction of housing in your community, the projected need of housing in your community and how current levels of development are not meeting that need, the percentage of your community that is cost burdened and extremely cost burdened, and/or other relevant information. Describe the impact that the lack of Commerce grant fund would have on the project. If you are choosing implementation of adopted housing strategies, how do the proposed strategies meet your community needs?

A regional Housing Needs Assessment and Housing Action Plan are required to pinpoint the problems with housing in Yakima County. The entire valley and all its cities (other than the City of Yakima, who has already completed a HAP) need a guiding document for housing that will use data to identify what is widely felt, as we experience rising rates of homelessness and extremely low vacancy rates. These problems drive residents to live in very unaffordable situations, overcrowded homes, wind up in shelters — or end up on the street. We need to identify the specific numbers of units needed for our current population, and projected populations, so developers and affordable housing providers can have data support when making decisions where and what to build. Housing providers can use HAP data when applying for Housing Trust Fund and other housing programs. Anecdotal evidence and shared experiences are guiding the valley's decisions now, but this study would lay groundwork for informed decision-making and be a catalyst for regional collaboration. Cities will understand what they need to develop for their residents, and what neighboring cities need to develop. Data analysis for specific overcrowding and health and housing concerns that YVCOG performed in its Kresge grant can also be used to inform decision-making.

The socio-economic challenges of Yakima County's residents create a cost burden that has been documented through many years of HUD activities and Yakima's HOME programs. Currently, the City of Yakima and a handful of jurisdictions are HOME partners. Below is a graph of housing within the HOME Consortium of Yakima County. A wider analysis of this data, including all jurisdictions, would be useful, as only half of Yakima County cities and towns are members of the HOME Consortium. This chart demonstrates need for increased housing, more affordable housing, and healthier housing among those HOME Consortium member communities. A large number of households are cost burdened more than 30% and live in substandard or overcrowded housing.

| | RENTER | | | | OWNER | | | | | |
|--|-------------------|----------------|---|-----------------|----------|--------------|-----------------|----------------|-----------------------|-----------|
| | 0-30% AMI | >30-50% AMI | >50-80% AMI | >80-100% AMI | Total | 0-30% AMI | >30-50% AMI | >50-80% AMI | >80-100% AMI | Total |
| Substandard Housing | 55 | 130 | 24 | 0 | 209 | 15 | 14 | 59 | 4 4 | 92 |
| Severely Overcrowded | 107 | 53 | 108 | 0 | 268 | 35 | | 167 | 59 | 265 |
| Overcrowded | 283 | 534 | 384 | 91 | 1,292 | 207 | 298 | 425 | 208 | 1,138 |
| Housing cost burden greater than 50% | 1,214 | 689 | 204 | 0 | 2,107 | 898 | 587 | 452 | 208 | 2,750 |
| Housing cost burden greater than 30% | 485 | 904 | 784 | 260 | 2,433 | 240 | 792 | 1,005 | 670 | 2,707 |
| Zero/negative income | 70 | 0 | 0 | 0 | 70 | 174 | 0 | 0 | 0 | 174 |
| | S. P. S. S. S. S. | Hereard to 1 | C. S. | Source: CHAS | 2011-201 | 5 | Bry Other which | Anna bendant | the president leading | New Maria |

Without Commerce funding, a regional Housing Needs Assessment and Housing Action Plan, the residents of Yakima County will continue to experience many challenges related to housing. These problems will be felt experiences, but not identified with data, and not easily actionable by local governments without guiding policies. The outreach activities in our Valley's communities will be extremely valuable to the cities, so YVCOG, city staff and elected officials understand what residents are feeling, and what they want from their leadership. Once the HAP and Kresge studies are complete, specifically identified potential solutions can be put forward for implementation.

4e. Other Legislative Direction: (0-10 points)

Explain how your application responds to the legislative direction in RCW 36.70A.600 to:

- Increase residential building capacity in areas that have supportive transportation and utility infrastructure and are served with frequent transit service. (RCW 36.70A.600(5))
- Prioritize the creation of affordable, inclusive neighborhoods and to consider the risk of residential displacement, particularly in neighborhoods with communities at high risk of displacement. (RCW 36.70A.600(9))

The Comprehensive Plan and Development regulations of the cities planning under the GMA for housing is as follows, "Plan for and accommodate housing affordable to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock (RCW 36.70A.020(4)."

HAP will provide a vast majority of the information needed for the city to develop their goals and policies within their comprehensive plan and ultimately the development of the implementing regulation.

Offering the necessary data to cities to make decisions for the population growth will allow decision makers to prioritize the needed housing in their jurisdiction. By presenting different ideas and best practices when reviewing the need for inclusive neighborhoods will provide solutions and resources that may not have been considered previously. As the Regional Metropolitan Planning Organization and the Regional Transportation Planning Organization, YVCOG has the ability to identify transportation needs within a residential community. YVCOG currently has a transit feasibility grant with Washington State Department of Transportation that will provide more information to decision makers as they are setting their goals for their city.

YVCOG has administered the Homeless and Housing Program on behalf of our region and has worked with cities to create emergency shelters, housing and permanent supportive housing.

- (2) A housing element ensuring the vitality and character of established residential neighborhoods that:
- (a) Includes an inventory and analysis of existing and projected housing needs that identifies the number of housing units necessary to manage projected growth, as provided by the department of commerce, including:
 - (i) Units for moderate, low, very low, and extremely low-income households; and
 - (ii) Emergency housing, emergency shelters, and permanent supportive housing;
- (b) Includes a statement of goals, policies, objectives, and mandatory provisions for the preservation, improvement, and development of housing, including single-family residences, and within an urban growth area boundary, moderate density housing options including[,] but not limited to, duplexes, triplexes, and townhomes;
- (c) Identifies sufficient capacity of land for housing including, but not limited to, government-assisted housing, housing for moderate, low, very low, and extremely low-income households, manufactured housing, multifamily housing, group homes, foster care facilities, emergency housing, emergency shelters, permanent supportive housing, and within an urban growth area boundary, consideration of duplexes, triplexes, and townhomes;
- (d) Makes adequate provisions for existing and projected needs of all economic segments of the community, including:
 - (i) Incorporating consideration for low, very low, extremely low, and moderate-income households;
- (ii) Documenting programs and actions needed to achieve housing availability including gaps in local funding, barriers such as development regulations, and other limitations;
 - (iii) Consideration of housing locations in relation to employment location; and
 - (iv) Consideration of the role of accessory dwelling units in meeting housing needs;
- (e) Identifies local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing, including:
 - (i) Zoning that may have a discriminatory effect;
 - (ii) Disinvestment; and
 - (iii) Infrastructure availability;
- (f) Identifies and implements policies and regulations to address and begin to undo racially disparate impacts, displacement*, and exclusion in housing caused by local policies, plans, and actions;

- (g) Identifies areas that may be at higher risk of displacement from market forces that occur with changes to zoning development regulations and capital investments; and
- (h) Establishes anti-displacement policies, with consideration given to the preservation of historical and cultural communities as well as investments in low, very low, extremely low, and moderate-income housing; equitable development initiatives; inclusionary zoning; community planning requirements; tenant protections; land disposition policies; and consideration of land that may be used for affordable housing.

*Displacement is not a serious issue in most of the Yakima Valley's cities, where vacant, developable land is still available.

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN CITY OF UNION GAP, YAKIMA VALLEY CONFERENCE OF GOVERNMENTS, AND THE CITY OF GRANDVIEW FOR THE ADMINISTRATION AND DEVELOPMENT OF A HOUSING ACTION PLAN

WHEREAS, the Yakima Valley Conference of Governments (Conference) may be designated by all or some of the member jurisdictions as the legal and administrative entity described in RCW 39.34.030 to perform projects of mutual concern under the Interlocal Cooperation Act; and

WHEREAS, the Cities of Grandview, Wapato, Tieton, Toppenish, Union Gap, Wapato, and Zillah recognize the need for a Housing Action Plan in their respective jurisdictions; and,

WHEREAS, the Conference has the ability to perform a housing needs assessment and draft a Housing Action Plan for each city; and

WHEREAS, the legislation requires the grant funding offered through Department of Commerce to be assigned to a lead city for this grant for administrative purposes; and

WHEREAS, the City of Union Gap has agreed to be the administrative lead city with Commerce for the Housing Action Plan grant for the cities of Grandview, Tieton, Toppenish, Union Gap, Wapato, and Zillah; and,

WHEREAS, the City of Union Gap agrees to reimburse the Conference for expenses incurred, approved, and reimbursed to Union Gap by Commerce for the Housing Action Plan development for Grandview, Tieton, Toppenish, Union Gap, Wapato, and Zillah; and,

WHEREAS, Commerce will contract with each city individually for the final Housing Action Plan adoption within each city's jurisdictional boundary;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON, as follows:

The Mayor is hereby authorized to sign the Interlocal Agreement Between City of Union Gap, Yakima Valley Conference of Governments and the City of Grandview for the administration and development of a Housing Action Plan in the form as is attached hereto and incorporated herein by reference.

| meeting on, 20 | 21. |
|----------------------|------------|
| | MAYOR |
| | ATTEST: |
| | CITY CLERK |
| APPROVED AS TO FORM: | |
| CITY ATTORNEY | |

INTERLOCAL AGREEMENT BETWEEN CITY OF UNION GAP, YAKIMA VALLEY CONFERENCE OF GOVERNMENTS, AND THE CITY OF GRANDVIEW FOR THE ADMINISTRATION AND DEVELOPMENT OF A HOUSING ACTION PLAN

WHEREAS, the Yakima Valley Conference of Governments (Conference) may be designated by all or some of the member jurisdictions as the legal and administrative entity described in RCW 39.34.030 to perform projects of mutual concern under the Interlocal Cooperation Act; and

WHEREAS, the Cities of Grandview, Wapato, Tieton, Toppenish, Union Gap, Wapato, and Zillah recognize the need for a Housing Action Plan in their respective jurisdictions; and,

WHEREAS, the Conference has the ability to perform a housing needs assessment and draft a Housing Action Plan for each city; and

WHEREAS, the legislation requires the grant funding offered through Department of Commerce to be assigned to a lead city for this grant for administrative purposes; and

WHEREAS, the City of Union Gap has agreed to be the administrative lead city with Commerce for the Housing Action Plan grant for the cities of Grandview, Tieton, Toppenish, Union Gap, Wapato, and Zillah; and,

WHEREAS, the City of Union Gap agrees to reimburse the Conference for expenses incurred, approved, and reimbursed to Union Gap by Commerce for the Housing Action Plan development for Grandview, Tieton, Toppenish, Union Gap, Wapato, and Zillah; and,

WHEREAS, Commerce will contract with each city individually for the final Housing Action Plan adoption within each city's jurisdictional boundary; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON AS FOLLOWS:

- 1. The Yakima Valley Conference of Governments will perform the duties and tasks outlined in the attached scope of work; and
- 2. City of Union Gap will contract with Commerce as the lead city and administer the funding contract for Grandview, Tieton, Toppenish, Union Gap, Wapato, and Zillah; and,
- 3. Department of Commerce will contract with our city for the final adoption of a Housing Action Plan

| PASSED by the City Co | ouncil and APPROVED by the | Mayor this on November, 20 | 21 |
|---|------------------------------------|------------------------------------|----|
| YAKIMA VALLEY CONFERENCE OF GOVERNMENTS | CITY OF UNION GAP YAKIMA COUNTY | CITY OF GRANDVIEW YAKIMA COUNTY | |
| James A. Restucci, Conference Chair | Mayor | Mayor Gloria Mendoza | |
| ATTEST: | | ATTEST: | |
| YVCOG | Union Gap | City Clerk | |
| Date: | Date: | Date: | |
| | | | |

CITY OF GRANDVIEW AGENDA ITEM HISTORY/COMMENTARY COMMITTEE-OF-THE-WHOLE MEETING

Resolution approving the final plat of Grandridge Estates – Phase 8 located on Grandridge Road

DEPARTMENT

Public Works Department

AGENDA NO. New Business 4 (C)

AGENDA DATE: November 9, 2021

FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT DIRECTOR REVIEW

Cus Arteaga, City Administrator/Public Works Director

CITY ADMINISTRATOR

ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

At the March 24, 2020 meeting, Council adopted Resolution No. 2020-13 approving the Grandridge Estates Subdivision 227-lot preliminary plat.

Following approval of the preliminary plat, the developer proceeded with the infrastructure improvements for Grandridge Estates subject to the conditions as outlined in the Hearing Examiner's report and per Grandview Municipal Code Section 16.24 Design Standards and Section 16.28 Improvements. Phase 1 consisting of 25 lots was approved by the Council on September 8, 2020. Phase 2 consisting of 47 lots was approved by the Council on April 13, 2021.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

The infrastructure improvements for Grandridge Estates Phase 8 consisting of 27 lots has been completed to the City's standards. The final plat map for Phase 8 is attached for review.

ACTION PROPOSED

Move a resolution approving the final plat of Grandridge Estates – Phase 8 located on Grandridge Road to a regular Council meeting for consideration.

RESOLUTION NO. 2021-___

A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON, APPROVING THE FINAL PLAT OF GRANDRIDGE ESTATES – PHASE 8 LOCATED ON GRANDRIDGE ROAD

WHEREAS, the developer, Dan Swanson d/b/a KDS Development, Inc., applied for preliminary plat approval for a 227-lot residential subdivision designated as Grandridge Estates; and,

WHEREAS, on March 24, 2020, Council adopted Resolution No. 2020-13 approving Grandridge Estates Subdivision 227-lot preliminary plat subject to conditions outlined in the Hearing Examiner's report and per Grandview Municipal Code Section 16.24 Design Standards and Section 16.28 Improvements; and,

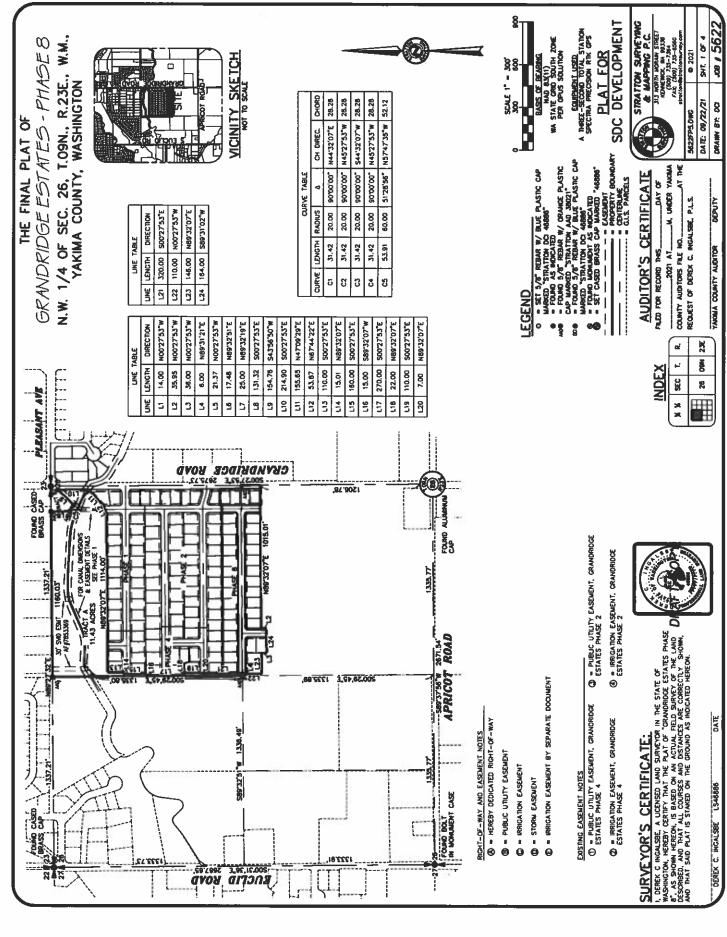
WHEREAS, the developer has completed the infrastructure improvements for Grandridge Estates – Phase 8 per the City's standards,

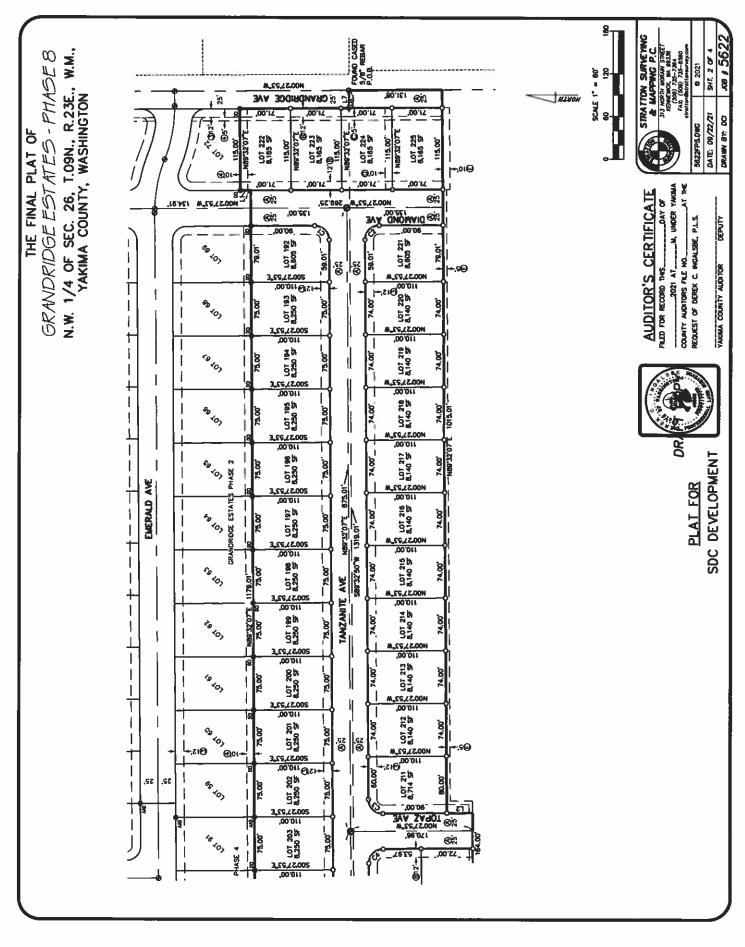
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, as follows:

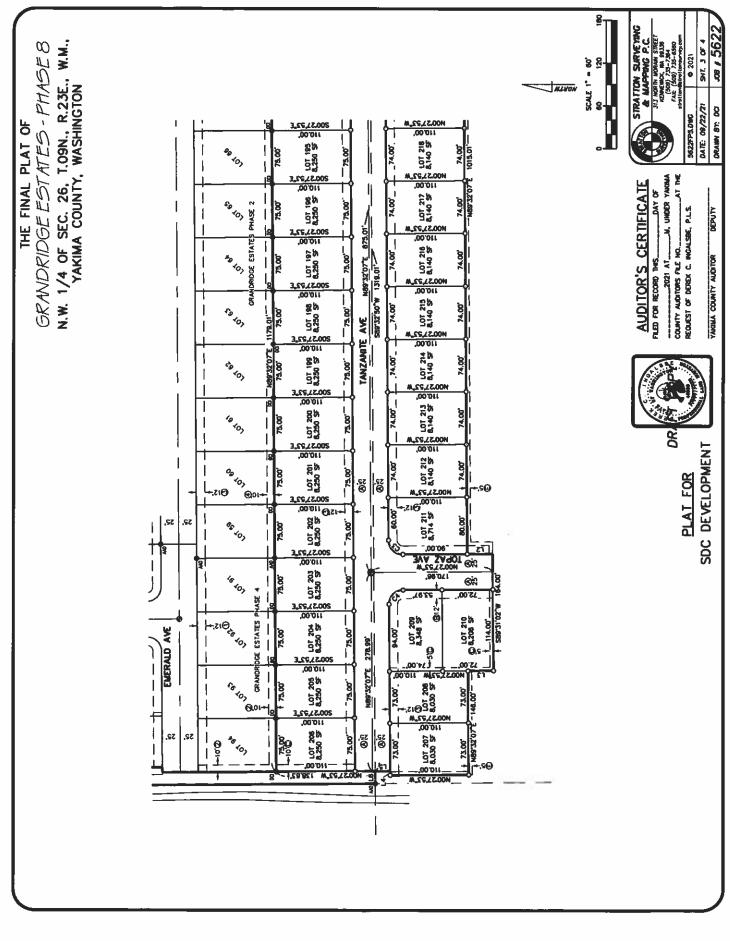
Section 1. The final plat known as Grandridge Estates – Phase 8 is approved.

Section 2. The Mayor is hereby authorized to sign the final plat, a copy of which is attached hereto and incorporated herein by reference.

| meeting on, 2021 | NCIL and APPROVED by the MAYOR at its regula · | ar |
|----------------------|---|----|
| | MAYOR | |
| | ATTEST: | |
| APPROVED AS TO FORM: | CITY CLERK | |
| CITY ATTORNEY | _ | |







DESCRIPTIONTRACT A OF THE PLAT OF CRANDRIDGE ESTATES PHASE 4, L'THIC IN THE NORTHWEST QUARTER OF SECTION 28, TOWNS OR NORTH, REVICE 23 EAST, W.M., RECORDED UNDER AUDITOR'S FILE NUMBER 8098455, RECORDS OF YMMINA COUNTY, WASHINGTON:

AND THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 09 MORTH, RANGE 23 EAST, W.M., YAKIMA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BECINNING AT THE MORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE MORTHWEST QUARTER OD SAND SECTION 28 THOUGH SOUTH BOYSST, WEST ALONG THE MORTHERLY UNE THEREOF 1319.01 FEET;
THENCE SOUTH BOYSST, SERST 60.00 FEET;
THENCE SOUTH BOYSST, SERST 60.00 FEET;
THENCE SOUTH MOST/ASST 6AST 1146.00 FEET;
THENCE NORTH 89320/T EAST 146.00 FEET TO THE EASTERLY UNE OF SAND QUARTER.

FOCETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS, OF RECORD AND IN VEW

DEDICATION AND WAIVER OF CLAIMS

WE THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE ALL PARTIES HAVING OWNERSHIP RITEREST IN THE LAND HEREBOON DESCRIBED, HAS WITH THE CONSONED STRIES AND WAS ACCORDINGE WITH THE RESPONSES CAUSED THE SAME TO BE SURFICED AND LONG PLATTED AS SHOWN HEREON, DOES HEREBY DEDICALT THE RICHTS—CAN'S PROBLEM. THE PUBLIC OF STREET HEREBY DEDICALT THE WEIGHT OF TISSUE AND ITS SUCCESSORS WIN IN WITEREST ALL CAMBS FOR DAMAGES ACANST THE CITY OF GRANDWEW AND ANY OTHER CONFERNIENTIAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID DEDICATED RIGHT—OF—WAY AND DOES HEREBY EDDICALE THE EASEMENTS AS SHOWN HEREOV FIRE SIDICALED.

CHARVET BROTHERS FARMS

DATE TE

ACKNOWLEDGEMENT SIGNED

STATE OF ____

COUNTY OF

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY ENDENCE THAT ACKNOMEDICED THAT HE/SHE SIGHE PRESENT ACKNOMEDICED THAT HE/SHE SIGHE PHES INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE WISTRUMENT AND ACKNOMEDICED IT AS THE OFF. CHARVET BROTHERS FARMS, TO BE THE EAST ON UNIVERSE WAS AUTHORIZED TO SIGH PARTY OR THE USES AND PRICEASES METHORIZED IN THE INSTRUMENT.

Γ

PRINTED NOTARY PUBLIC

MY APPOINTMENT EXPIRES SIGNED NOTARY PUBLIC

NOTARY STAMP BLACK INK ONLY

IRRIGATION APPROVAL

1 HERBER CERTY THE PROBERTY DESCRIBED HERBEN IS LOCATED WITHIN THE
BOUNDARIES OF THE OTY OF CRAMPANEN, THAT THE IRRICATION EXEMBRITS SHOWN
OW THIS PLAT OF CRAMPRIDGE ESTATES PHASE I ARE ARECUATE TO SERVE ALL LOTS
SHOWN HERBEN I CHARKER CERTY THAT THAT WISCE LOTS WHICH ARE ENTILED TO
SHOW THAT SHOUSE THE CHERATHER RULES AND RECALATINGS OF THE DISTRICT
HAVE SERVEND THE RECOMBENIES OF REW SHITTSIO, AND THAT ALL ASSESSMENTS
HAVE BEEN PAID THROUGH THE YEAR 20_1_A.D..

GRANDVIEW CITY PUBLIC WORKS DIRECTOR

SVID R-0-W NOTE

THE SWO R-O-W SHOWN HEREON WAS DERVED BY AS-BUILTING THE CANAL, RADAD, ALSO FROW OVERFAINS A U.S. CECLOGOCAL, SWHYEY AERIAL PHOTO DATED 1989, PRIOR TO THE BURIAL, OF THE LATERAL WAS DERVED BY THE SARRY DATA SHOWN ON FOW LLITERAL WAS DERVED BY THE SARRY DATA SHOWN ON FOW TYTIBIES AND THE PLAT OF PLEASANT RIDGE HOMES SUBDINSON.

DATE

1) ALL SIDEWALKS IN PHASE 8 TO BE COMPLETED WITHIN 24 MONTHS OF THE FINAL RECORDED DATE OF PHASE 8.

CITY NOTES

NOTES

1. THIS SURVEY DOES NOT CONSTITUTE A THLE SEARCH BY STRATTON SURVEYING AND
BY RECORD PS. FOR ALL WFOORMAND RECARDED EASEWERTS RICHTS—WAY AND THLE
OWNERS 2035334, DATED 07/19/19, OF WHICH WAS RELIED JPON TO PLOT SAID THE SAFEWED FOR THE WORTH HALF OF SAID OUARTER ONLY, THE SOUTH HALF IS NOT
FOOFFRED FOR THE MORTH HALF OF SAID QUARTER ONLY, THE SOUTH HALF IS NOT

2. STRATTON SURVEYING AND MAPPING MAKES NO WARRANTES AS TO MATTERS OF UNWRITTEN TILE, SUCH AS, ADVERSE POSSESSION, ACQUIESCENCE, ESTOPPEL, ETC.

N.W. 1/4 OF SEC. 26, T.09N., R.23E., W.M., GRANDRIDGE ESTATES - PHASES YAKIMA COUNTY, WASHINGTON THE FINAL PLAT OF

DATE CITY MAYOR

DATE ATTEST: CITY CLERK APPROVED AS TO THE SURVEY DATA LAYOUT OF STREET, ALLEYS AND OTHER RIGHT-OF-WAYS SHOWN HEREON.

8

- DAY OF

DATED __

GRANDMEW CITY PUBLIC WORKS DIRECTOR

CITY TREASURERS CERTIFICATE

A.D. I HEREBY CERTIFY THAT ALL CHARGEABLE RECULAR AND SPECIAL ASSESSMENTS COLLECTIBLE BY THIS OFFICE THAT ARE DUE AND OWING ON THE PROPERTY DESCRIBED HEREN THATE BEEN PAID TO AND MICLUDING THE YEAR AND TAX PARCEL NGS. 23092624003 & 23092821400

DATE CITY OF GRANDVIEW TREASURER

COUNTY TREASURERS CERTIFICATE

A.0. I HEREBY CERTIFY THAT ALL CHARGEABLE RECULAR AND SPECIAL ASSESSMENTS COLLECTIBLE BY THIS OFFICE THAT ARE DUE AND OWING ON THE PROPERTY DESCRIBED HEREOW HAVE BEEN PAJO TO AND WICLIDING THE YEAR ______ A.D. TAX PAREDLE 32928284403 & 230392814400

YAKIMA COUNTY TREASURER

2021 AT____N, UNDER YAKMA AUDITOR'S CERTIFICATE FLED FOR RECORD THIS _____DAY OF COUNTY AUDITORS FILE NO... YAKHAA COUNTY AUDITOR 4

REQUEST OF DEREK C. INCALSBE, P.L.S.

DEPUTY

DR.

STRATTON SURVEYING

& MAPPING P.C.

313 NOTE HOUSE STREET
CONTINUE OF SULVEYING
(SA) 735-736
FOR CONTINUE OF SULVEYING

se i 5622 SH7, 4 OF 4 ● 2021 DATE: 09/22/21 DRAWN BY: DO 5622FP5.DWG

SDC DEVELOPMENT PLAT FOR

CITY OF GRANDVIEW AGENDA ITEM HISTORY/COMMENTARY COMMITTEE-OF-THE-WHOLE MEETING

Resolution authorizing the Mayor to sign the School Resource Officer Interlocal Agreement with the Grandview School District

DEPARTMENT
Police Department

AGENDA NO.: New Business 4 (D)

AGENDA DATE: November 9, 2021

FUNDING CERTIFICATION (City Treasurer) (If applicable)

Kal Fuller, Police Chief

CITY ADMINISTRATOR

MAYOR

ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

Grandview has had a School Resource Officer (SRO) for many years. SRO wages are paid half by the City and half by the Grandview School District. The SRO program has always been supported by the Council and benefits both the public, School District and Police Department.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

The current School Resource Officer Interlocal Agreement expires December 31, 2021. The School District would like to continue the program an additional three years, see agreement attached.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign the School Resource Officer Interlocal Agreement with the Grandview School District to a regular Council meeting for consideration.

RESOLUTION NO. 2021-___

A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT WITH THE GRANDVIEW SCHOOL DISTRICT

WHEREAS, the City of Grandview and the Grandview School District have previously entered into Interlocal Agreements for the School Resource Officer, and

WHEREAS, the City and School District wish to continue said interlocal agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON, as follows:

The Mayor is hereby authorized to sign the School Resource Officer Interlocal Agreement with the Grandview School District in the form as is attached hereto and incorporated herein by reference.

| PASSED by the CITY COL meeting on, 20 | JNCIL and APPROVED by the MAYOR at its regular 21. |
|---------------------------------------|--|
| | MAYOR |
| | ATTEST: |
| | CITY CLERK |
| APPROVED AS TO FORM: | |
| CITY ATTORNEY | |

SCHOOL RESOURCE OFFICER

This agreement is made effective on the 1st day of January 2022 by Grandview School District (referred to herein as "District") and the City of Grandview (referred to herein as "City"), for the purpose of establishing a school resource officer (referred to herein as "SRO') program in the public school system of the City of Grandview. In consideration of the terms and conditions set forth herein, the parties agree as follows:

ARTICLE I

<u>PURPOSE</u>: The purpose of this agreement is for the City of Grandview to provide services in the form of SROs to the District. The services provided include law enforcement and related services as described in this agreement.

ARTICLE II

A. OBLIGATION OF THE CITY: The City shall provide an SRO as follows:

<u>Provision of an SRO:</u> The City shall assign one (1) and/or more regularly employed officers as agreed by the City and District to the following areas of coverage:

The officer(s) will provide services to the following schools:

- 1. Grandview Senior High School
- 2. Grandview Middle School
- 3. HT Elementary
- 4. Smith Elementary
- 5. McClure Elementary
- 6. Contract Learning Center School

Although generally assigned to the aforementioned schools, the SRO will provide coverage to the other areas surrounding the principle campuses identified. The services provided by the SRO are in addition to normal police services already provided by the City.

- B. <u>Selection of an SRO</u>: The Chief of Police or his designee and input from the Superintendent or designee shall choose the SRO to be assigned on the basis of the following minimum criteria:
 - 1. The SRO must have an ability to deal effectively with a diverse student population.
 - 2. The SRO must have the ability to present a positive image and symbols of the entire Police Department. A goal of the SRO program is to foster a positive image of police officers with young people. Therefore, the personality, grooming, and communications skills of the SRO should be of such nature so that a positive image of the Police Department is reflected. The SRO should sincerely want to work with staff and students of the particular school in which the SRO is assigned.
 - 3. The SRO must have the ability to provide good quality educational services in the area of law enforcement. The education background, background experience, interest level and communication skills of the SRO must be of a high caliber so that the SRO can effectively and accurately provide resource teaching services.

40

- 4. The SRO must have the desire and ability to work cooperatively with the principal and all other building administrative staff and employees.
- 5. The SRO must be a state certified law enforcement officer.
- C. Regular School Duty: The SRO must be available for regular school duty on a full time basis of eight (8) hours on those days and during those hours that school is in session. The eight (8) hour day start and stop times may be flexible to allow for evening coverage as needed. This assignment does not prohibit the SRO from participating in emergency response or to fulfill training requirements as determined to exist by the Chief of Police or designee.
- D. <u>Duties of SRO</u>: While on duty, the SRO shall perform the following duties:
 - 1. Continue to implement the GREAT curriculum.
 - 2. Act as a resource person in the area of law enforcement education and conducting criminal investigations of violation of the law on school district property or property immediately surrounding the school district property as assigned by Grandview Police Department.
 - 3. Work in partnership with the principals or their designee to carry our emergency drills in the district to prepare for possible emergencies, i.e.: fire, intruder, chemical hazards, earthquake, bomb threat etc.
 - 4. Provide law enforcement input into school based security, including teaching of school District security personnel. Review fencing and security systems.
 - 5. Maintain the peace of school district property.
 - 6. Make arrests and referrals of criminal law violators.
 - 7. Provide law related counseling to students when requested by the principal or designee and mutually agreed to by all parties.
 - 8. Secure, handle, and preserve evidence.
 - 9. Recover school district property through working with other police agencies.
 - 10. Make referrals to social agencies as appropriate
 - 11. Wear official police uniform, which shall be provided at the expense of the City, however, approved civilian attire may be worn on such occasion as mutually agreed upon by the principal and police command.
 - 12. Perform such other duties as mutually agreed upon by the principal and Chief of Police or designee, so long as the performance of such duties are legitimately and reasonably related to the SRO program as described in this agreement, and so long as such duties are consistent with state and federal law and the policies and procedures of the Grandview Police Department and the Grandview School District.

- 13. Follow and confirm to all School District policies and procedures that do not conflict with policies and procedures of the Grandview Police Department.
- 14. Follow all state and federal laws.
- 15. Maintain a "monthly activities report" or such other report regarding SRO activities as may be required by the District and the City.
- 16. Attend all Grandview Police Department mandated training as required to maintain law enforcement qualifications and certifications.
- 17. Attend weekly Lower Valley SRO/Probation/school official meetings.
- 18. Other duties as assigned and mutually agreed upon by school principals, Superintendent and the Chief of Police or designee.
- E. <u>Support Services to be provided by Grandview Police Department:</u> The police department and the SRO will supply the following services:
 - 1. Provide information on all offense reports taken by the SRO to the school principal or designee, upon request, as the law may allow.
 - 2. To receive and dispatch via telephone, walk-in, radio, District radio frequency, and/or pager.
 - 3. Maintain and file uniform crime reports (UCR) records according to law.
 - 4. Process all police reports.
 - 5. Provide coordination, development, implementation and evaluation of security programs in the school assigned.
 - 6. Provide each SRO with a patrol automobile as required and all other necessary or appropriate police equipment. The cost of purchasing, maintaining and repairing police equipment provided under this agreement shall be borne by the City.
 - 7. Maintain copies of reports generated by officers in compliance with state and federal law. Coordinate with school administrators, staff, law enforcement agencies and the courts to promote order on the school campuses.
 - 8. Make Presentations to civic groups.
 - 9. Maintain criminal justice standards as required by law.
 - 10. Coordinate and participate with the school safety committee.

ARTICLE III

The parties agree the responsibility for an administration of student discipline shall be the duty of the District.

ARTICLE IV

The SRO shall be an employee of the City and not an employee of the District. The City shall be responsible for the hiring, training, discipline and dismissal of its personnel.

ARTICLE VI

The parties, their agents, and employees will cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties and questions will be resolved by negotiations between the Superintendent of the District and the Chief of Police or designee.

ARTICLE VII

Changes in the terms of this agreement may be accomplished only by formal amendment in writing approved by the City and the District.

ARTICLE VIII

To dismiss an SRO from the duties described in this agreement, the Superintendent or designee shall communicate in writing to the City a request to change the SRO. The District will outline reasons for the requested change. Absent agreement by the parties to resolve a change in the SRO, the SRO shall be changed within ten (10) days of the request.

ARTICLE IX

Notwithstanding this agreement, the District shall receive all normal police services and all neighborhood resource officer services in addition to the services described in this agreement.

ARTICLE XI

The District shall provide the SRO, in each school to which the SRO is assigned the following materials and facilities necessary to perform the duties by the SRO enumerated herein:

- 1. Access to an office which is properly lighted, with a dedicated telephone to be used for general business purposes.
- 2. Location for files and records which can be properly locked and secured.
- 3. A desk with drawers, a chair, working table, filing cabinet, and necessary office supplies.
- 4. Access to a computer with word processing capabilities.

ARTICLE XII

The City will bill the District fifty percent (50%) of the Officer(s) annual salary and benefits. The City will bill the District the following amounts per month, effective:

| 01/01/2022-12/31/2022 | \$5,171.30 | per month/each |
|-----------------------|-------------|----------------|
| 01/01/2023-12/31/2023 | \$ 5,326.44 | per month/each |
| 01/01/2024-12/31/2024 | \$ 5,486.23 | per month/each |

Actual amounts will be negotiated and agreed upon by both parties annually.

The invoice will be received before the 5th of the month and it will be paid on the last day of the month. The City and District will collaborate in identifying and assessing funding sources for the SRO program that include, but are not limited to state and federal grants.

ARTICLE XIII

TERMINATION: This agreement may be terminated by either party upon 30 days written notice that the other party failed to substantially perform in accordance with the terms and conditions of this agreement through no fault of the party initiating termination. This agreement may also be terminated without cause by either party upon 60 days written notice.

| Superintendent, Grandview School District | Mayor Gloria Mendoza | | |
|---|----------------------------|--|--|
| | Attest: | | |
| Date | Anita Palacios, City Clerk | | |
| | Approved as to form: | | |
| | City Attorney | | |
| | Date | | |

CITY OF GRANDVIEW AGENDA ITEM HISTORY/COMMENTARY COMMITTEE-OF-THE-WHOLE MEETING

Resolution authorizing the Mayor to sign an Agreement with the Yakima County District Court for Probation Services AGENDA NO. New Business 4 (E)

AGENDA DATE: November 9, 2021

DEPARTMENT

ITEM TITLE:

FUNDING CERTIFICATION (City Treasurer) (If applicable)

Municipal Court

DEPARTMENT DIRECTOR REVIEW

Anita Palacios, City Clerk

MAYOR

CITY ADMINISTRATOR

ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

Grandview Municipal Court contracts with Yakima County District Court for court services. In the past, probation services was included in the court contract. In 2018, Yakima County District Court separated probation services from the court contract. The City entered into a separate four-year agreement with Yakima County District Court for probation services.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

Attached is a renewed Grandview Probation Services Agreement with Yakima County District Court effective January 1, 2022 through December 31, 2025.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign an Agreement with the Yakima County District Court for Probation Services a regular Council meeting for consideration.

Anita Palacios

From:

Donald Loen <donaldl@co.yakima.wa.us>

Sent:

Friday, October 22, 2021 10:19 AM

To:

Anita Palacios

Subject: Attachments: Renewed Grandview Probation Contract [Renewed Grandview Probation Contract].pdf

CAUTION: External Email

Good morning Anita,

Attached is the renewed probation services contract for the City of Grandview (2022-2025.) I will need a copy sent back to me at your earliest convenience once it is signed. Please let me know if you have any questions.

Donald J. Loen

Probation Administrative Supervisor Yakima County District Court 128 N 2nd St Room 200, Yakima, WA 98901 Office: (509) 574-1876 Fax: (509) 574-1861



Notice: All email sent to this address will be received by the Yakima County email system and may be subject to public disclosure under GR 31.1 and Chapter 42.56 RCW and to archiving and review.

RESOLUTION NO. 2021-___

A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH THE YAKIMA COUNTY DISTRICT COURT FOR PROBATION SERVICES

WHEREAS, the City of Grandview and Yakima County District Court desire to continue the existing arrangement whereby the County provides probation supervision services for cases/individuals referred to Probation Services by the Grandview Municipal Court; and,

WHEREAS, a Probation Services Agreement has been prepared for the provision of those services effective January 1, 2022 through December 31, 2025,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON AS FOLLOWS:

The Mayor is hereby authorized to sign a Probation Services Agreement with the Yakima County District Court, in the form as is attached hereto and incorporated herein by reference.

| meeting on, 2021. | IL and APPROVED by the MAYOR at its regular |
|----------------------|---|
| | MAYOR |
| | ATTEST: |
| | CITY CLERK |
| APPROVED AS TO FORM: | |
| CITY ATTODNEY | |

Probation Services Agreement

THIS PROBATION SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Grandview ("City"), a Washington State municipal corporation and its Municipal Court ("Municipal Court"); and the County of Yakima ("County") a Washington State political subdivision and its District Court ("District Court") under the authority and in conformance with RCW 39.34, the Interlocal Cooperation Act.

WHEREAS the City and the County desire to continue the existing arrangement whereby the County provides probation supervision services for cases/individuals referred to Probation Services by the Grandview Municipal Court;

NOW, THEREFORE, in consideration of mutual promises and conditions contained herein, the parties hereto mutually agree as follows:

- 1. <u>PURPOSE</u>: The purpose of this Agreement is to set forth the terms and conditions upon which the parties agree to continue probation services and to enumerate other related provisions that contribute to their mutual benefit.
- 2. <u>DURATION</u>: This Agreement shall be effective from January 1, 2022, and shall remain in effect until midnight on December 31, 2025, unless terminated earlier by either party in accordance with Section 11 of this Agreement.

3. <u>COMPENSATION</u>:

a. Cost Per Case: The City agrees to pay the County a flat fee of \$70.00 per case for which probation supervision has been ordered for the duration of this Agreement subject to paragraph three of this Agreement. For 2022, the cost to the City for supervision services is \$3920. The calculation of that amount is detailed below and further explained in paragraphs 3(b) and 3(c).

| 1 | Year | | Average | Average | Total | Flat | Annual | Quarterly | 12 |
|---|------|----|----------|----------|----------|------|--------|-----------|------|
| | | | Active | BW | Average | Fee | Cost | Cost | 0000 |
| | | 80 | Caseload | Caseload | Caseload | Cost | | | 1 |
| | | | | | | Per | | | |
| 1 | | 1 | | | | Case | 1 | | 1 |
| | 2022 | 3 | 39 | 17 | 56 | \$70 | \$3920 | \$980 | -4 |

b. Calculation and Timing: The County will project the total number of active and bench warrant cases that we expect to supervise for the upcoming year by the first of August of the preceding year for which services will be rendered. The County will provide the City with an accounting that includes the average active caseload

and average bench warrant caseload for the upcoming year as well as the calculation of cost based upon the accounting.

For 2022, the County will project the number of cases based on the daily average number of cases supervised (includes active and bench warrant cases) in 2018, 2019, 2020, and 2021. For 2023, the County will project the number of cases based on the daily average number of cases supervised (includes active and bench warrant Cases) in 2019, 2020, 2021, and 2022. For 2024, the County will project the number of cases based on the daily average number of cases supervised (includes active and bench warrant cases) in 2020, 2021, 2022, and 2023. For 2025, the County will project the number of cases based on the daily average number of cases supervised (includes active and bench warrant cases) in 2021, 2022, 2023 and 2024.

- c. Payment: The County will invoice the City on a quarterly basis for costs and fees determined as set forth in paragraph 3, above, with the total amount owed for the previous quarter. The first invoice will be for County probation services provided from January 2022 through March 31, 2022. The City will remit payment within 30 days after receipt of the County's invoice.
- 4. <u>REVIEW</u>: If it is determined that the flat fee of \$70.00 per case is inadequate to cover costs associated with supervision, the parties agree that the cost per case can be reviewed by August 1 of each contract year and adjusted based on those discussions, to become effective on January 1 the following year. At the time of review, the County will provide the City with notice as well as supporting documentation detailing their findings as it relates to case numbers, operational costs end revenue shortfalls.
- 5. <u>PROBATION SERVICES</u>: The parties agree that the most effective way to continue consolidated probation services to reduce costs and provide better services is for District Court Probation Department to continue providing probation services to any and all individuals subject to probation supervision by order of the Municipal Court ("City Probationers").
 - a. The City shall continue to refer applicable probationers to the Probation Department.
 - b. The County shall provide all necessary personnel, equipment, and facilities to perform the foregoing services in the manner required by law and court rule. The County shall provide the City with notice of any changes that may impact the staffing and service levels applicable to City Probationers.

- 6. <u>NO THIRD-PARTY RIGHTS.</u> This Agreement is entered into for the sole benefit of the District Court and the Municipal Court. It shall confer no benefits or rights, direct or indirect, on any third persons or entities. No person or entity other than the parties themselves may rely upon or enforce any provision of this Agreement. The decision to assert or waive any provision of this Agreement is solely that of each party.
- 7. <u>IMPLEMENTATION</u>. The Presiding Judge of the Municipal Court and the Presiding Judge of the District Court shall be jointly responsible for implementation and proper administration of this Agreement.
- 8. <u>INDEPENDENT CONTRACTOR</u>, The District Court and the County understand and expressly agree that the County, the District Court and its employees, officials, and agents are not City or Municipal Court employees and shall make no claim of City or Municipal Court employment nor shall claim against the City or the Municipal Court any employment benefits, social security, and/or retirement benefits.
- 9. <u>COMPLIANCE WITH LAW</u>. All parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including Administrative Rule for Courts of Limited Jurisdiction (ARLJ) 11 regarding Misdemeanant Probation Departments.

10. LIABILITY.

- a. The City agrees to hold harmless, indemnify, and defend the County, its officers, elected officials, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including costs and reasonable attorney's fees) which result from or arise out of any intentional or negligent act or omission of the City, its officers, elected officials, employees, and agents in connection with or incidental to the performance of this Agreement.
- b. The County agrees to hold harmless, indemnify, and defend the City, its officers, elected officials, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including costs and reasonable attorney's fees) which result from or arise out of any intentional or negligent act and/or omission of the County, its. officers, elected officials, employees, and agents in connection with or incidental to the performance of this Agreement.
- c. In the event that both the County and the City are negligent in a matter arising out of the activities of the parties pursuant to this Agreement, each part shall be liable for its contributory share of negligence for any resulting suits, actions, claims,

- liability, damages, judgments, costs and expenses including costs and reasonable attorney's fees.
- d. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.
- e. Notwithstanding any provision to the contract, the terms of this section shall survive any expiration or termination of this Agreement.
- 11. <u>TERMINATION</u>. Termination of this Agreement by either party may be accomplished upon one year's written notice of the intent to terminate to the other party. At the termination of the agreement, all pending probation cases, together with all relevant and necessary case files and records associated therewith, shall be transferred to the City.
- 12. <u>INSURANCE</u>. Yakima County is insured by the Washington Counties Risk Pool. The City of Grandview is insured by the Washington Cities Insurance Authority.
 - a. At all times during provision of the Probation Services for Grandview Municipal Court probationers, Yakima County shall secure and maintain in effect insurance to protect the City from and against all claims, damages, losses, and expenses arising out of or resulting from the negligent performance or non-performance of this Contract by Yakima County Officials or employees. Yakima County shall provide and maintain in force insurance in limits no less than that stated below, as applicable. The City reserves the right to require higher limits should it deem it necessary in the best interest of the public.
 - b. Commercial General Liability Insurance. Before this Contract is fully executed by the parties, Yakima County shall provide the City with a certificate of insurance as proof of commercial liability insurance and commercial umbrella liability insurance with a total minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate (per project). The policy shall include employer's liability (Washington Stop Gap). The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract.
 - c. **Professional Liability Coverage.** Before this Contract is fully executed by the parties, Yakima County shall provide the City with a certificate of insurance as proof of professional liability coverage with a total minimum liability limit of Two Million Dollars (\$2,000,000.00) per claim combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and

provisions provided are in effect. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide. If the policy is written on a claims made basis the coverage will continue in force for an additional two years after the completion of this contract.

- 13. <u>INTEGRATION, SUPERSESSION AND MODIFICATION</u>. This Agreement sets forth all of the terms, conditions and agreements, of the parties relative to the subject matter hereof and supersedes any and all prior negotiations, discussions, agreements and understandings between the parties as to the subject matter hereof. There are no terms, conditions, or agreements with respect thereto, except as herein provided and no amendment or modification of this Agreement shall be effective unless reduce to writing and executed by the parties.
- 14. <u>SEPARATE LEGAL OR ADMINISTRATIVE AGENCY</u>. No separate legal or administrative agency is created by this Agreement.

15. <u>SEVERABILITY</u>.

- a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the provision held to be invalid.
- b. If any provision of this Agreement in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.
- c. Due to changes to the law as enacted by SHB1294, which became law on July 25, 2021, this agreement may be modified to add language when AOC generates an updated model agreement for entities. The County will notify the City of Grandview in the event that any such changes become necessary to conform with AOC's forthcoming template.
- 16. <u>NON-WAVER</u>. The waiver by the County or the City of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provision.
- 17. NOTICES. Unless stated otherwise herein, all notices and demands shall be in writing and sent to the parties to their addresses as follows:

TO CITY:

Cus Arteaga, City Administrator

City of Grandview

207 West Second Street Grandview, Wa. 98930

TO COUNTY/DISTRICT COURT:

Alfred Schweppe, Presiding Judge

Yakima County District Court 128 N. 2nd Street Room 225

Yakima, Wa. 98901

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid or hand delivered. Such notices shall be deemed effective when mailed or hand delivered at the addresses specified above.

- 17. <u>SURVIVAL</u>. Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.
- 18. <u>GOVERNING LAW</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 19. <u>BINDING AUTHORITY</u>. As presiding judges of the heretofore mentioned courts, the parties signing hereto have the power and authority to execute this agreement for consolidation of probation services and to bind the City of Grandview Municipal Court and the Yakima County District Court in performance thereof.

| CITY OF GRANE | OVIEW | YAKIMA COUNTY |
|-------------------|---------------|----------------------------------|
| By: | | By: alfred D. Schweppe |
| · · | Mayor | Alfred Schweppe, Presiding Judge |
| Date: | | Date: 10/21/2021 |
| Attest: | | |
| Ву: | | Approved as to Form: |
| | City Clerk | Stefance Welgard |
| Approved as to fo | orm: | Deputy Prosecuting Attorney |
| Ву: | | WSBA #: 32960 |
| - | City Attorney | Date: October 19, 2021 |

ORDINANCE NO. 2021-___

AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON, AMENDING GRANDVIEW MUNICIPAL CODE SECTIONS 2.48.080 FLORAL, OTHER DECORATIONS AND LANDSCAPING, 2.48.110 PROHIBITED ACTS, 2.48.150 RATES-ADVANCE PAYMENTS AND 2.48.160 MISCELLANEOUS REGARDING THE CITY CEMETERY

WHEREAS, a cemetery is a place not only for the burial of the dead, but for the expression of love and respect by the living for the dead, it will always be the aim of the City to maintain the City of Grandview Cemetery as a quiet, beautiful memorial to those who have passed on, and,

WHEREAS, to attain and maintain a general good affect within the cemetery, it is essential that every part of it be well cared for, the City of Grandview Cemetery through its endowment trust agreement and, by retaining reasonable control of all activities within its grounds, intended to accomplish this end, and,

WHEREAS, the City has no desire to interfere with the privileges and tastes of the individual, but in all modern cemeteries, it has been found necessary to formulate Rules and Regulations in order to guard the rights of individuals and to maintain beauty; to insure a respectable manner of reposing of the deceased and a proper observance of the sacredness of the institution, and,

WHEREAS, uniformity is, in many respects, important, and one of the main purposes of these Rules and Regulations is to give the City of Grandview Cemetery the legal right to refuse permission of owners of property within the cemetery or niche wall to do things which in its judgment are inappropriate or conflicting with these Rules and Regulations, and,

WHEREAS, the rules contained herein have been formulated after careful study and after due consideration of the rules in force in other leading cemeteries of the county, and they have been adopted for the sole purpose of safeguarding the interests of the individual owners of the interment space,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON DO ORDAIN AS FOLLOWS:

SECTION 1. Grandview Municipal Code Section 2.48.080 Floral, other decorations and landscaping which reads as follows:

2.48.080 Floral, other decorations and landscaping.

A. Floral and Other Decorations.

- 1. Potted plants will be permitted in the cemetery from November 1st until March 1st, subject to removal after a reasonable time. From March 1st until November 1st, they will be subject to immediate removal.
 - 2. All funeral designs, or flowers of any kind, placed on a grave or niche will be

removed as soon as they become unsightly.

- 3. Artificial flowers are permitted on graves from November 1st until March 1st, subject to removal after a reasonable time, or when they become faded, soiled or unsightly
- 4. All flags, special holiday decorations and decorations of similar nature are allowed to be placed upon graves from November 1st until March 1st, subject to approval of the City. They will be subject to removal after a reasonable time. From March 1st until November 1st, they will be subject to immediate removal. Nothing may be attached or otherwise affixed to a niche front other than vase holders installed permanently by the City.

B. Landscaping.

- 1. The City has and will, at its own cost, landscape the entire Cemetery with such shrubs and trees that are adaptable to the seasons; thus, making it unnecessary for owners to plant flowers on individual graves or plots.
- 2. No trees, shrubs or flowers shall be planted, removed, cut down or destroyed within the boundaries of any plot or section, walk or lawn space without the express consent of the City.
- 3. If any trees or shrubs or flowers shall become detrimental to any adjacent property, or shall become unsightly or inconvenient, the City shall have the right to remove such trees, shrubs or flowers or such parts thereof at the discretion of the Public Works Department
 - 4. No plants or flowers shall be picked or taken by any person.

Is hereby amended to read:

2.48.080 Floral, other decorations and landscaping.

Clear and precise signage shall be posted at the main entrance of the cemetery in English and Spanish showing the City's ordinance.

A. Floral and Other Decorations.

- 1. Potted plants will be permitted in the cemetery from November 1st until March 1st, subject to removal after a reasonable time. From March 1st until November 1st, they will be subject to immediate removal.
- 2. All funeral designs, or flowers of any kind, placed on a grave or niche will be removed as soon as they become unsightly or deteriorated. It shall be the right and duty of the Public Works Director or his designee to remove the items.
- 3. Artificial flowers are permitted on graves from November 1st until March 1st, subject to removal after a reasonable time, or when they become faded, soiled, unsightly, or deteriorated. It shall be the right and duty of the Public Works Director or his designee to remove the items.
- 4. All flags, special holiday decorations and decorations of similar nature are allowed to be placed upon graves from November 1st until March 1st, subject to approval of the City. They will be subject to removal after a reasonable time. From March 1st until November 1st, they will be subject to immediate removal. Nothing may be attached or otherwise affixed to a niche front other than vase holders installed permanently by the City.

B. Landscaping.

- The City has and will, at its own cost, landscape the entire Cemetery with such shrubs and trees that are adaptable to the seasons; thus, making it unnecessary for owners to plant flowers on individual graves or plots.
- No trees, shrubs or flowers shall be planted, removed, cut down or destroyed within the boundaries of any plot or section, walk or lawn space without the express consent of the City.
- 3. If any trees or shrubs or flowers shall become detrimental to any adjacent property, or shall become unsightly or inconvenient, the City shall have the right to remove such trees, shrubs or flowers or such parts thereof at the discretion of the Public Works Department
 - 4. No plants or flowers shall be picked or taken by any person.

SECTION 2. Grandview Municipal Code Section 2.48.110 <u>Prohibited acts</u> which reads as follows:

2.48.110 Prohibited acts.

In addition to any prohibited acts set forth herein in prior sections, no person shall disturb the peace or be disorderly or any other criminal activity

Is hereby amended to read:

2.48.110 Prohibited acts.

In addition to any prohibited acts set forth herein in prior sections, no person shall disturb the peace or be disorderly or any other criminal activity. No activities involving preparation or provision of food or beverage, including, but not limited to barbecues, meals, buffets or similar activities shall be permitted.

SECTION 3. Grandview Municipal Code Section 2.48.150 <u>Rates – Advance payments</u> which reads as follows:

2.48.150 Rates – Advance payments.

A. Rates to be charged at the Grandview Cemetery shall be as follows:

| Cemetery space – Adult | Ф | 700.00 |
|---|-----|-------------|
| Cemetery space – Infant | \$ | 355.00 |
| Cremation space or second burial | \$ | 355.00 |
| Cremation niche space | \$ | 300.00 |
| Open and closing/disinterment – Adult | \$ | 800.00 |
| Open and closing/disinterment – Infant | \$ | 445.00 |
| Open and closing/cremation in-ground burial | 1\$ | 360.00 |
| Open and closing/cremation niche | \$ | 305.00 |
| Liner – Adult | \$ | 555.00 +tax |
| Liner – Infant | \$ | 300.00 +tax |
| Line – Cremation in-ground burial | \$ | 70.00 +tax |

| Weekend/holiday service charge | | 530.00 |
|------------------------------------|----|--------|
| Short notice surcharge (<24 hours) | \$ | 175.00 |
| Headstone settings | | |
| 12 x 24 | \$ | 265.00 |
| 12 x 36 | \$ | 355.00 |
| 12 x 48 | \$ | 400.00 |
| Upright stone | \$ | 400.00 |
| Addition of vase to existing stone | | 50.00 |
| Cremation niche engraving fee | | 130.00 |

B. Advanced Payments Allowed. The City Treasurer and the Public Works Department are authorized to receive from the owners of lots in the City Cemetery, in advance of need, the opening and closing and liner costs, according to the current charges. which will be accepted by the City subject to current rates or fees at the time of need. Such additional payment shall be made at that time prior to interment.

Funds received pursuant to GMC 2.48.160 (2) shall be deposited in a separate fund in the City known as the "Advance Payments Fund of the Cemetery," and shall be credited by lot and space in a book maintained by the City Treasurer.

Repurchase of vacant lots and burial spaces. The City is authorized to negotiate for the repurchase of vacant lots and burial spaces in the City Cemetery at the cost to the original purchaser, and to pay for said lots as the sums are available in the City budget.

Is hereby amended to read:

2.48.150 Rates-Advance Payments.

A. Rates to be charged at the Grandview Cemetery shall be as follows:

| 9 | | , |
|---|---------|-------------|
| Cemetery space - Adult | \$ | 700.00 |
| Cemetery space – Infant | | 355.00 |
| Cremation space or second burial | \$ | 355.00 |
| Cremation niche space | \$ | 300.00 |
| Open and closing/disinterment – Adult | \$ | 800.00 |
| Open and closing/disinterment – Infant | \$ | 445.00 |
| Open and closing/cremation in-ground by | ırial\$ | 360.00 |
| Open and closing/cremation niche | \$ | 305.00 |
| Liner – Adult | \$ | 555.00 +tax |
| Liner – Infant | \$ | 300.00 +tax |
| Liner – Cremation in-ground burial | \$ | 70.00 +tax |
| Weekend/holiday service charge | | 530.00 |
| Short notice surcharge (<24 hours) | \$ | 175.00 |
| Headstone settings | | |
| Flat stone 12 x 24 | \$ | 265.00 |
| | | |

| | 12 x 36 | \$ | 355.00 |
|-------------------------------------|---------|-----|---------|
| | 12 x 48 | \$ | 400.00 |
| Upright stone | 12 x 24 | \$ | 400.00 |
| | 12 x 36 | \$ | 450.00 |
| | 12 x 48 | \$ | 535.00 |
| Oversize stones (height/weight) | | \$1 | ,000.00 |
| Addition of vase to existing stone | | \$ | 50.00 |
| Cremation niche engraving fee | | \$ | 130.00 |
| Bench setting (5 x 5 concrete slab) | | \$ | 400.00 |

B. Advanced Payments Allowed. The City Treasurer and the Public Works Department are authorized to receive from the owners of lots in the City Cemetery, in advance of need, the opening and closing and liner costs, according to the current charges, which will be accepted by the City subject to current rates or fees at the time of need. Such additional payment shall be made at that time prior to interment.

Funds received pursuant to GMC 2.48.160 (2) shall be deposited in a separate fund in the City known as the "Advance Payments Fund of the Cemetery," and shall be credited by lot and space in a book maintained by the City Treasurer.

C. Repurchase of vacant lots and burial spaces. The City is authorized to negotiate for the repurchase of vacant lots and burial spaces in the City Cemetery at the cost to the original purchaser, and to pay for said lots as the sums are available in the City budget.

SECTION 4. Grandview Municipal Code Section 2.48.160 <u>Miscellaneous</u> which reads as follows:

2.48.160 Miscellaneous.

- A. No vehicle shall be driven within the park at a speed exceeding 15 miles per hour. Cars should be driven on the right side of all driveways and exceptional care should be exercised to avoid accidents.
- B. Soliciting work of any description or placing of business cards or signs on any section or lots will not be permitted and persons doing such acts will be excluded from the grounds.
- C. No money for any work done should be paid to any workman on the grounds. All payments shall be paid at the office of the Public Works Department.
 - D. Employees are forbidden to accept gratuities from anyone.
- E. No firearms will be permitted within the grounds except at military funerals and commissioned police officers.
- F. The City reserves the right to refuse admission to bicycles or motorcycles except such as may be in attendance at funerals or on business.

Is hereby amended to read:

2.48.160 Miscellaneous.

- A. No vehicle shall be driven within the park at a speed exceeding 15 miles per hour. Cars should be driven on the right side of all driveways and exceptional care should be exercised to avoid accidents.
- B. Soliciting work of any description or placing of business cards or signs on any section or lots will not be permitted and persons doing such acts will be excluded from the grounds.
- C. No money for any work done should be paid to any workman on the grounds. All payments shall be paid at the office of the Public Works Department.
 - D. Employees are forbidden to accept gratuities from anyone.
- E. No firearms will be permitted within the grounds except at military funerals and commissioned police officers.
- F. The City reserves the right to refuse admission to bicycles or motorcycles except such as may be in attendance at funerals or on business.
- G. Memorial celebrations; e.g., personal holiday, deceased's birthday, annual anniversary, shall be coordinated with the City within 48-hours in order to prevent interference with a scheduled interment at the cemetery.

SECTION 5. This Ordinance shall be in full force and effect five (5) days after its passage and publication as required by law.

| PASSED by the CITY COUNC on, 2021. | IL and approved by the MAYOR at its regular meeting |
|------------------------------------|---|
| | MAYOR |
| | ATTEST: |
| | CITY CLERK |
| APPROVED AS TO FORM: | |
| CITY ATTORNEY | _ |
| PUBLICATION: EFFECTIVE: | |

Anita Palacios

From:

Anita Palacios

Sent:

Wednesday, October 27, 2021 9:01 AM

To:

Bill Moore (mooreb@grandview.wa.us); Bill Moore 1 (billandrachel@charter.net); Cus

Arteaga; David Diaz (ddiaz@grandview.wa.us); David Diaz 1; Diana Jennings

(jenningsd@grandview.wa.us); Diana Jennings 1 (diana.r.jennings@gmail.com); Gloria Mendoza; Gloria Mendoza (mendozag@grandview.wa.us); Javier Rodriguez; Javier

Rodriguez (rodhav1@yahoo.com); Joan Souders; Joan Souders 1

(jesouders@hotmail.com); Mike Everett (everettm@grandview.wa.us); Mike Everett 1

(mike@everettlaw.net); Quinn Plant; Robert Ozuna; Robert Ozuna 1

(ozunar@grandview.wa.us)

Subject:

FW: Last night's business owners' testimony

From: Robert Ozuna <robert@rgicorporation.com>
Sent: Wednesday, October 27, 2021 8:59 AM

To: Anita Palacios <anitap@grandview.wa.us>; gmcmendoza@gmail.com; Cus Arteaga <carteaga@grandview.wa.us>

Cc: Robert Ozuna <robert@rgicorporation.com> **Subject:** Last night's business owners' testimony

CAUTION: External Email

Anita, can you forward to fellow councilmembers - thanks. Robert

Good Morning Fellow Councilmembers, Mayor and City Administrator,

At yesterday's council meeting, we heard compelling testimony from two local small businesses owners asking for assistance as they are encountering operational and financial challenges as a result of COVID-19. This took courage on their part to come and present to us their difficult circumstances. This testimony reminded me and reinforced my belief that we are elected officials to represent and help our community when in need. This is an opportunity to discuss if there are any ways we might help our Grandview small businesses in these unprecedented times.

I suspect that other small businesses are being impacted by the pandemic and facing similar circumstances. We know that the pandemic is adversely impacting all areas of everyone's lives.

Given this testimony by the business owners, I would like to place this topic on the next city council's meeting agenda on November 9th to discuss if we can help these small businesses and if so, how. Will you bring your ideas to this discussion? Can we title this agenda item as "Responding to local Small Businesses impacted by COVID-19"?

Thanks and I look forward to working together and hearing your ideas to determine if we can help these businesses during these difficult times.

Robert Ozuna Councilmember